

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3430.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request. Please provide us an email address, so we can maintain the planholders list that both the industry and MDOT uses.

Additionally, the new Acknowledgement of Bid Amendment form will be placed in MDOT bid packages beginning with the 2/12/03 advertisements. After that date, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at rebecca.pooler@maine.gov.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

The Department has revised the Disadvantaged Business Enterprise Proposed Utilization form and the procedure that has been used for the past several months for Contractors to submit the form.

The Apparent Low Bidder now must submit the form by close of Business (4:30 P.M.) on Bid day.

The new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Disadvantaged Business Enterprise Proposed Utilization Plan form will no longer be used. The new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

Response By:_____ Date:_____

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____

Prepared by: _____

Telephone: _____ Fax: _____

BID PRICE: \$ _____ FEDERAL PROJECT # _____ LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.
No DBE firms bid.

*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.
Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot

Equal Opportunity Use:

Plan received ____/____/____ Verified by: _____ Action: _____



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for New Highway Construction in the city of Augusta" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on December 17, 2003, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Highway Construction projects. All other Bids may be rejected. MDOT provides the option of electronic bidding. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. STP-95-0556(26)E, PIN. 556.26

Location: In Kennebec County, project is for construction of new intersection at new Rte.3 and Rte.201.

Outline of Work: Grading, drainage, base, hot mix asphalt, guardrail, curb, and other incidental work.

The basis of award will be Section 0001.

For general information regarding Bidding and Contracting procedures, contact Bruce Carter at (207)624-3430. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager** Scott Rollins at (207)624-3481. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)287-3392.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division IV Office in Fairfield. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$123.00 (\$130.00 by mail). Half size plans \$62.00 (\$66.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

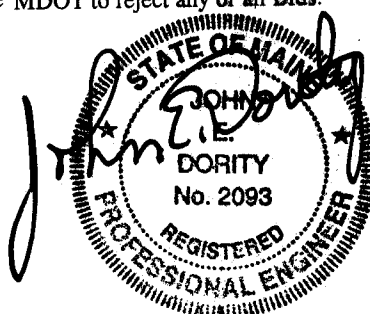
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$60,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine
November 26, 2003



JOHN E. DORITY
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.state.me.us/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, and to incorporate them into their Bid Package. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package. Failure to acknowledge receipt of all Amendments to the Bid Package will be considered a Non-curable Bid Defect in accordance with Section 102.11.1 of the Standard Specifications, Revision of December 2002.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

Bid Bond Validation Number _____
(Applicable to annual bid bonds or electronic bid bonds.)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 000556.26

PROJECTS

STP-95-0556(26)E

COUNTY : KENNEBEC

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 000556.26

PROJECT(S): STP-95-0556(26)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
SECTION 0001 HIGHWAY ITEMS				
0010	202.203 PAVEMENT BUTT JOINTS	461.000 M2		
0020	203.20 COMMON EXCAVATION	8364.000 M3		
0030	203.25 GRANULAR BORROW	50.000 M3		
0040	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	50.000 M3		
0050	304.09 AGGREGATE BASE COURSE - CRUSHED	4400.000 M3		
0060	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	8880.000 M3		
0070	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	10500.000 MG		
0080	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	3820.000 MG		
0090	403.209 HOT MIX ASPHALT 9.5 MM(SIDEWALKS,DRIVES, INCIDENTAL)	195.000 MG		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 000556.26

PROJECT(S): STP-95-0556(26)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	403.210 HOT MIX ASPHALT 9.5 MM NOMINAL MAX SIZE	1220.000 MG				
0110	403.211 HOT MIX ASPHALT (SHIM)	185.000 MG				
0120	403.213 HOT MIX ASPHALT 12.5 MM, BASE	3500.000 MG				
0130	409.15 BITUMINOUS TACK COAT APPLIED	3320.000 L				
0140	424.321 ASPHALT RUBBER JOINT SEALER, APPLIED	1690.000 M				
0150	502.341 STRUCTURAL CONCRETE ROADWAY MEDIAN	78.000 M3				
0160	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP	LUMP			
0170	527.303 ENERGY ABSORBING SYSTEM (ET-2,000)	3.000 EA				
0180	603.155 300 MM RCP CLASS III	215.000 M				
0190	603.159 300 MM CULVERT PIPE OPTION III	28.000 M				
0200	603.175 450 MM RCP CLASS III	14.400 M				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 000556.26

PROJECT(S): STP-95-0556(26)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	603.179 450 MM CULVERT PIPE OPTION III	101.000 M				
0220	603.195 600 MM RCP CLASS III	5.000 M				
0230	603.199 600 MM CULVERT PIPE OPTION III	18.000 M				
0240	603.75 150 MM INLET GRATE UNIT	1.000 EA				
0250	603.78 450 MM INLET GRATE UNIT	2.000 EA				
0260	603.80 600 MM INLET GRATE UNIT	1.000 EA				
0270	604.092 CATCH BASIN TYPE B1-C	11.000 EA				
0280	604.15 MANHOLE	4.400 EA				
0290	604.16 ALTERING CATCH BASIN TO MANHOLES	8.000 EA				
0300	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	5.000 EA				
0310	604.23 STEP	41.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 000556.26

PROJECT(S): STP-95-0556(26)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	604.243 CATCH BASIN TYPE F3-C	2.000 EA				
0330	604.245 CATCH BASIN TYPE F4-C	2.000 EA				
0340	604.247 CATCH BASIN TYPE F5-C	4.000 EA				
0350	605.09 150 MM UNDERDRAIN TYPE B	396.000 M				
0360	605.11 300 MM UNDERDRAIN TYPE C	48.000 M				
0370	605.13 450 MM UNDERDRAIN TYPE C	38.000 M				
0380	606.1721 BRIDGE TRANSITION - TYPE 1	4.000 EA				
0390	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	812.000 M				
0400	606.2602 TERMINAL END - TRAILING END	1.000 EA				
0410	606.35 GUARDRAIL DELINEATOR POST	33.000 EA				
0420	606.79 GUARDRAIL 350 FLARED TERMINAL	4.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 000556.26

PROJECT(S): STP-95-0556(26)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	607.09 WOVEN WIRE FENCE - METAL POSTS	660.000 M				
0440	607.15 DRIVE GATEWAY 4.9 METER - METAL	2.000 EA				
0450	607.163 CHAIN LINK FENCE - 1.2 METER P.V.C. COATED	1070.000 M				
0460	607.32 BRACING ASSEMBLY TYPE I - METAL POSTS	2.000 EA				
0470	607.33 BRACING ASSEMBLY TYPE II - METAL POSTS	24.000 EA				
0480	607.35 BRACING ASSEMBLY CHAIN LINK FENCE PVC COATED COATED	31.000 EA				
0490	609.11 VERTICAL CURB TYPE 1	8.000 M				
0500	609.234 TERMINAL CURB TYPE 1 - 1.2 METER	4.800 EA				
0510	609.31 CURB TYPE 3	500.000 M				
0520	609.34 CURB TYPE 5	1025.000 M				
0530	609.35 CURB TYPE 5 - CIRCULAR	21.000 M				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 000556.26

PROJECT(S): STP-95-0556(26)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	610.08 PLAIN RIPRAP	44.000				
		M3				
0550	610.18 STONE DITCH PROTECTION	315.000				
		M3				
0560	613.319 EROSION CONTROL BLANKET	1220.000				
		M2				
0570	615.07 LOAM	600.000				
		M3				
0580	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	19.000				
		UN				
0590	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	59.000				
		UN				
0600	618.1411 SEEDING METHOD NUMBER 3 - PLAN QUANTITY	37.000				
		UN				
0610	618.15 TEMPORARY SEEDING	44.000				
		KG				
0620	619.1201 MULCH - PLAN QUANTITY	145.000				
		UN				
0630	619.1401 EROSION CONTROL MIX	50.000				
		M3				
0640	620.58 EROSION CONTROL GEOTEXTILE	134.000				
		M2				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 000556.26

PROJECT(S): STP-95-0556(26)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0650	626.11 PRECAST CONCRETE JUNCTION BOX: _____	4.000 EA				
0660	626.22 NON-METALLIC CONDUIT	125.000 M				
0670	626.331 900 MM FOUNDATION	4.000 EA				
0680	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	12500.000 M				
0690	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	172.000 M2				
0700	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP			
0710	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				
0720	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	10.000 HR				
0730	631.13 BULLDOZER (INCLUDING OPERATOR)	20.000 HR				
0740	631.14 GRADER (INCLUDING OPERATOR)	10.000 HR				
0750	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR)	10.000 HR				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 000556.26

PROJECT(S): STP-95-0556(26)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0760	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	10.000 HR				
0770	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	10.000 HR				
0780	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR				
0790	637.071 DUST CONTROL	LUMP	LUMP			
0800	643.86 TRAFFIC SIGNAL LOOP DETECTORS	10.000 EA				
0810	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0820	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0830	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	1130.000 M2				
0840	659.10 MOBILIZATION	LUMP	LUMP			
0850	660.21 ON-THE-JOB TRAINING (BID)	2000.000 HR				
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (Name of the firm bidding the job) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of West Eastport, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)

(Print Name Here)
(Name and Title Printed)

(Witness Sign Here)
Witness

Date

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **556.26** for **New Highway Construction** in the city of **Augusta**, County of **Kennebec**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **October 22, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 556.26 - New Highway Construction - in the city of Augusta,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **October 22, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 556.26 - New Highway Construction - in the city of Augusta,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20....

WITNESSES:

Signature.....
Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

Print Name Legibly
SURETY:

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS
.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

..... ADDRESS

.....

TELEPHONE

GENERAL DECISION ME030009 06/13/03 ME9
General Decision Number ME030009

Superseded General Decision No. ME020009

State: Maine

Construction Type:
HIGHWAY

County(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

ENGI0004V 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Pavers	16.51	6.00
Rollers	16.51	6.00

SUME4024A 10/24/2000

	Rates	Fringes
CARPENTERS	11.60	1.51
IRONWORKERS		
Structural	12.03	1.58
LABORERS		
Drillers	10.00	2.50
Flaggers	6.00	
Guardrail Installers	7.92	
Landscape	7.87	.16
Line Stripper	8.69	.23
Pipelayers	9.21	2.31
Rakers	9.00	1.51
Sign Erectors	10.00	
Unskilled	8.66	1.38
Wheelman	8.50	.43
POWER EQUIPMENT OPERATORS		
Backhoes	11.87	2.05

Bulldozers	12.33	2.88
Cranes	14.06	1.75
Excavators	12.38	2.48
Graders	13.06	3.73
Loaders	11.41	2.87
Mechanics	13.18	2.57

TRUCK DRIVERS

Dump	9.35	3.10
Tri axle	8.70	1.18
Two axle	8.56	2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

SPECIAL PROVISION
CONSTRUCTION AREA

A Construction Area located in the **City of Augusta** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

- (a) The section of new highway under construction beginning at Sta. 2+590 and ending at Sta. 3+300 of the new construction centerline plus approaches.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

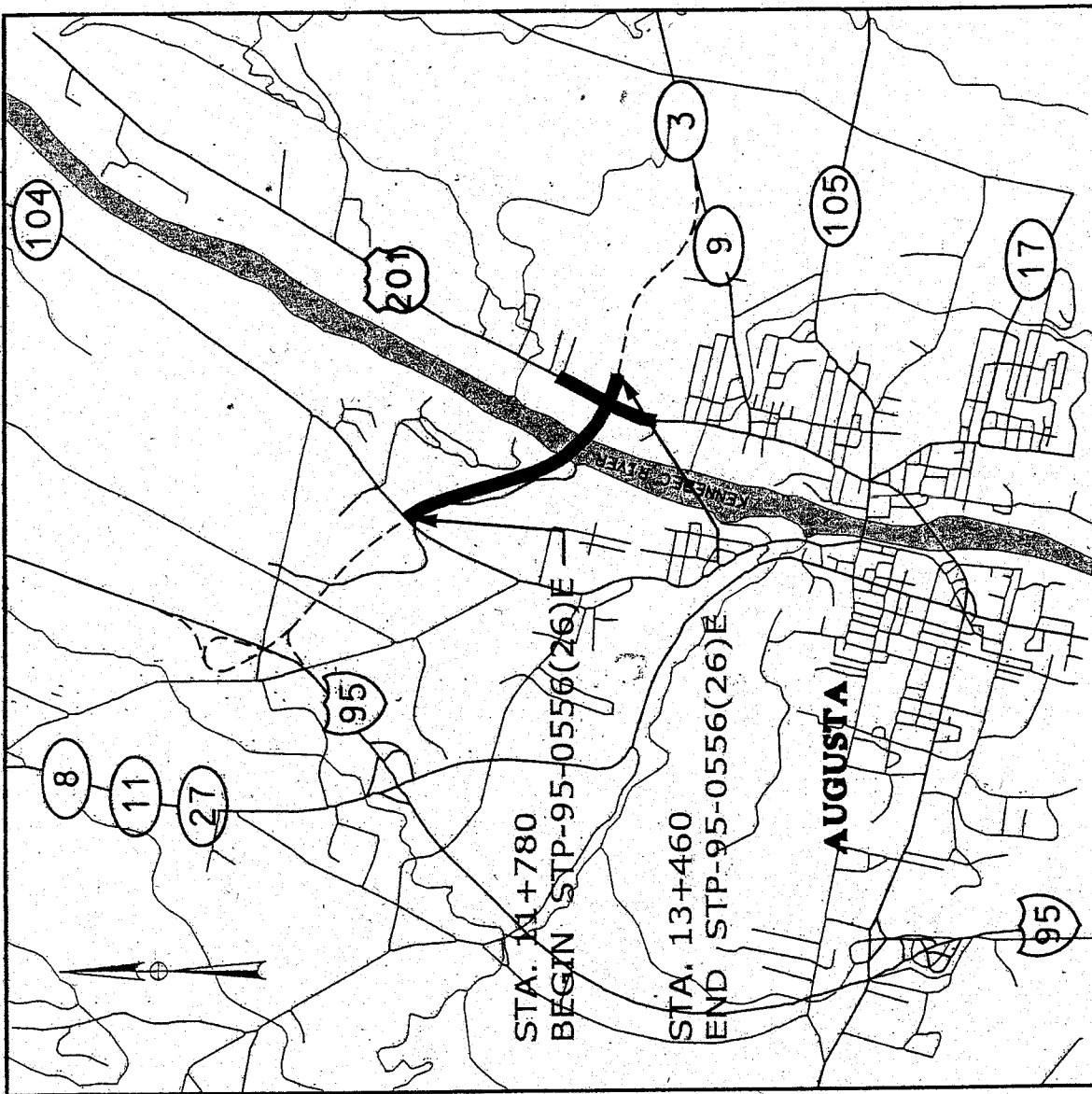
A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **City of Augusta** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

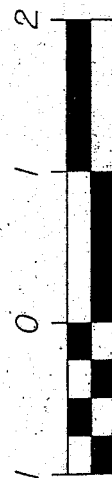
The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

500+600



A PORTION OF KENNEBEC COUNTY

LOCATION MAP



SPECIAL PROVISION
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.
2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than \$3, nor more than \$15, based on weight, height, length and width.
3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.
4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.
7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:
 - A. Must be procured from the municipal officers for a construction area within that municipality;
 - B. May require the Contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency of the work of final payment under contract; or
 - (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment of damages.
 - C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
 - D. For construction areas, carries no fee and does not come within the scope of this section.
8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
 - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
 - C. The county commissioners, for county roads and bridges located in unorganized territory.
9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

Historical and Statutory Notes

Derivation:

R.S. 1954, c. 22 § 98
Laws 1955, c. 389
Laws 1967, c. 3.
Laws 1971, c. 593, § 22.
Laws 1973, c. 213.
Laws 1975, c. 130, §
Laws 1975, c. 319, § 2

Laws 1977, c. 73, § 5.
Laws 1981, c. 413.
Laws 1985, c. 225, § 1
Laws 1987, c. 52.
Laws 1987, 781, § 3.
Laws 1989, c. 866, § B-13.
Laws 1991, c. 388, § 8.
Laws 1993, c. 683, § A-1.
Former 29 M.R.S.A. § 2382.

Cross Reference

Collection by Secretary of State, See 29-A
M.R.S.A. § 154.

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is hereby called for.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for coordination of the work and for utility adjustments, as defined in Subsection 104.4.6 and 104.4.8 of the Standard Specifications. The following list identifies all known utilities or railroads having facilities presently located within or near the limits of this project or intending to install facilities during project construction, unless otherwise provided.

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	X		
Adelphia Communications	X		
Verizon Communications	X	X	
Augusta Water District		X	
Augusta Sanitary District		X	

Temporary utility adjustments are not contemplated unless herein provided for.

The approximate locations of major items of existing and proposed (permanent and temporary) utility plant are shown on the highway construction plans.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

Manholes, valve boxes, service connections, and similar incidental utility plant are to be adjusted in cooperation with work being done by the Contractor.

Unless otherwise provided, utilities will not be required to make underground installations in frozen ground.

All adjustments are to be made by the respective utility/railroad unless otherwise specified herein.

Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractors shall

City: **Augusta**

Project: **STP 95-0556 (26) E, PIN 556.26**

Date: **November 2003**

have no claim against the Department if they are exceeded. Utility working days are Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility.

In all cases, the utilities shall be advised well in advance (generally three weeks) before work, dependent upon other work to be done by the Contractor, in any particular area, is to be commenced by them.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All clearing and tree removal which is a part of this contract in areas where utilities are involved must be completed by the Contractor before the utilities can relocate their facilities. Any tree removal or tree trimming required within ten feet of the electrical conductors must be done by a qualified contractor. A list of tree removal contractors qualified to remove trees or limbs within ten feet of the electrical conductors may be obtained from the power company.

AERIAL

Central Maine Power Company, Verizon Communications' and Adelphia Communications' aerial utilities will require relocation or replacement.

Verizon plans to place poles along Route 201 in the vicinity of the new Kennebec River Bridge. Estimated working time is 10 working days. See pole list for specific pole information.

Reed and Reed, the River Bridge contractor, will relocate their private service pole through coordination with the MDOT bridge resident and **Central Maine Power**.

Central Maine Power plans to transfer conductors onto new poles and move a guy pole. Estimated working time is 3 working days. See pole list for specific pole information.

Adelphia plans to transfer existing cables onto new poles. Estimated working time for Adelphia is 5 working days.

Verizon plans to transfer existing cable onto new poles, estimated time is 3 working days and plans to remove old poles, estimated time is 2 working days.

City: **Augusta**

Project: **STP 95-0556 (26) E, PIN 556.26**

Date: **November 2003**

New Pole Locations:

Proposed Station	Left/ Right		Proposed Offset
m	L	R	m
2+889.5	X		9.0
2+889.9		X	12.5
2+946.0	X		11.0
3+022.0	X		12.2
3+063.4		X	14.2
3+094.0	X		11.3
3+111.4		X	15.0
3+163.0	X		8.8

UNDERGROUND

Augusta Water District, Augusta Sanitary District and Verizon have underground facilities in the project area. These facilities are shown on the plans and sections and are based on approximate locations. Augusta Water District will adjust all gates and valves in conjunction with the Contractor. Augusta Sanitary District will adjust all sanitary manholes in conjunction with the Contractor. Verizon will adjust all telephone manholes in conjunction with the Contractor. Other impacts to subsurface utilities are not anticipated on this project.

Verizon plans to install new underground conduit from the area of the Kennebec River bridge to existing facilities on Route 201. The proposed conduit runs from the north shoulder of Route 3 and turns north at the intersection to the existing manhole at 3+111.4. Approximate location of the proposed conduit is shown on the plans. Verizon estimates 5 working days to install the new conduit. Contractor shall coordinate his work in this area with the Verizon.

Augusta Sanitary District plans to install a new 24" gravity sewer line. Approximate location is shown on the plans. Existing force main in the east shoulder and associated facilities will remain in service. Contractor shall coordinate his work in the area of the proposed sewer line with the Augusta Sanitary District.

Augusta Water District plans to install a new 20" water main on the east side of Route 201 for the length of the project. Augusta Water District shall coordinate this work and any adjustments to existing facilities including valves and hydrants with the contractor.

SAFE PRACTICES AROUND UTILITY FACILITIES

The contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A-Sections 751-761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical, the Contractor shall notify the aerial utilities as per Section 757 of the above act.

City: **Augusta**
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Date: **November 2003**

DIG SAFE

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavating work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 3360-A, Maine "Dig Safe" System.

BLASTING

In addition to any other notice which may be required, the Contractor shall notify an authorized representative of each utility having plant close to the site not later than 3:00 P.M. on the working day (Monday through Friday) before he intends to blast. Notice shall state the approximate time of the blast.

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY

SPECIAL PROVISION
SECTION 105
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

”The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project’s land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI’s (and NOT’s) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations.”

April 6, 1999

SPECIAL PROVISION
SECTION 105
CONTROL OF WORK
(Cooperation Between Contractors)

It is hereby brought to the Contractor's attention that the Department has awarded and plans to award contracts adjacent to the limits of this contract, which may be in progress simultaneously.

The Contractor shall cooperate with other Contractors at all times and provide project access as necessary and as directed by the Resident.

Town: Augusta
PIN #: 556.23
Date: 11/21/02

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Environmental Requirements)

Instream Work shall not be allowed between the dates of 4/1 and 6/30.
(Instream work is allowed from 7/1 to 3/31.)

Stream Stations: 9+860, 99+860, 199+860, 10+270, 99+700, 11+010, 11+640, 11+990, 12+050, 12+110, 12+200, 13+340 through 13+360, 13+785 through 13+790, 15+000 through 15+150, & the Kennebec River

Special Conditions: Listed on pages 7 & 8 of DEP permit and as follows:

As part of the State's Endangered Species Incidental Take Plan for State Listed Mussels, any river bottom work not completed by August 8th, 2003 will require a resurvey to determine the presence of any rare or endangered freshwater mussels. This survey, to be completed by MDOT and resource agency divers, will require a *10 working day suspension of work in and around the impact areas to be surveyed to allow the divers to safely complete the in water work.* Suspended work includes work within cofferdams, worked staged from any temporary trestle or barge, overhead work on piers and other superstructure work and any other work where falling objects may compromise safety of the workers below. While removal of the cofferdams and trestles is considered instream work, completion of those action would not require the resurvey described above providing the trestle is constructed on pile bents and removal of the sheet pile cofferdam is by vibratory means. *All other work is subject to the instream definition below and will require a 10 working day shutdown and resurvey.*

The Contractor shall notify the Resident Engineer if in stream work (as defined above) is anticipated during August 2003 no later than June 15, 2003.

Instream work consists of activities conducted in the water, which result in unacceptable levels of sedimentation, vibration, pollution.

Activities prohibited below high water mark during the instream work window restriction are as follows:

- Excavating or dredging, either in waterbody or within a cofferdam which is still under construction if sedimentation will occur,
- Driving piles, either sheet piles or H-piles (unless within a cofferdam).
- Pulling or removing piles if sedimentation will occur.
- Placing riprap, fill, concrete or other materials, (unless within a cofferdam).
- Blasting unless measures can be taken to avoid interfering with fish passage or spawning.
- Drilling unless measures can be taken to avoid interfering with fish passage or spawning.

No construction activity, whether temporary or permanent, is allowed that completely blocks a river, stream, or brook without providing downstream flow.

Augusta
95-0556(26)E
November 19, 2003

SPECIAL PROVISION
SECTION 107
TIME

The specified contract completion date is October 22, 2004.

SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering

Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.6.2 Contractor Provided Services

Change the first paragraph by the addition of the following as the second sentence: “The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work.”

SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: “This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content.”

Add the following to the beginning of paragraph 3 of A: “For pay factors based on Quality Level Analysis, and”

SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: “If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President’s Day, Patriot’s Day, the Friday after Thanksgiving, and Columbus Day without the Department’s approval.”

SPECIAL PROVISION SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words “...Delivered on or near the Work site at acceptable storage places.”

SPECIAL PROVISION SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: “There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: “Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

109.4.4 Investigation / Adjustment In the third sentence, delete the words “subsections (A) - (E)”

109.7.2 Basis of Payment Replace with the following: “Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3-Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased...”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

‘F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead.”

SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may”

SPECIAL PROVISION SECTION 504
REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

SPECIAL PROVISION SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

SPECIAL PROVISION SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

"Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09"

SPECIAL PROVISION SECTION 615
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	"5% - 10%", as determined by Ignition Test

SPECIAL PROVISION SECTION 618 SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SPECIAL PROVISION SECTION 656
TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

SPECIAL PROVISION SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SPECIAL PROVISION SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

Augusta
STP-95-0556(26)E
Route 3/201
Highway Construction/Reconstruction
November 25, 2003

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>Route 3 and Route 201</u>						
<u>Overlay Areas</u>						
Wearing	12.5mm	403.208	N/A	40mm	1	5,7,12
Shim	9.5mm	403.211	N/A	variable	1	5,7,15
<u>Route 3 West</u>						
<u>Mainline Travelway</u>						
Wearing	12.5mm	403.208	N/A	40mm	1	5,7,12,22
Base	12.5mm	403.213	N/A	40mm	1	5,7
Base	19.0mm	403.207	N/A	170mm	2/more	5,7,11,15
<u>Route 3 East</u>						
<u>Mainline Travelway</u>						
Wearing	12.5mm	403.208	N/A	40mm	1	5,7,12,22
Base	12.5mm	403.213	N/A	40mm	1	5,7
Base	19.0mm	403.207	N/A	145mm	2/more	5,7,11,15
<u>Route 3 and Route 201</u>						
<u>Partial Pavement Shoulder - 80mm HMA</u>						
Wearing	12.5mm	403.208	N/A	40mm	1	5,7,12
Base	12.5mm	403.213	N/A	40mm	1	5,7,15
<u>Reverse Direction Turn-Around</u>						
<u>Route 201 Widening Section</u>						
<u>Route 201 Full Pavement Shoulder</u>						
Wearing	12.5mm	403.208	N/A	40mm	1	5,7,12
Base	12.5mm	403.213	N/A	40mm	1	5,7
Base	19.0mm	403.207	N/A	110mm	2/more	5,7,11,15
<u>Full Pavement Shoulder</u>						
<u>225mm HMA</u>						
Wearing	12.5mm	403.208	N/A	40mm	1	5,7,12
Base	12.5mm	403.213	N/A	40mm	1	5,7
Base	19.0mm	403.207	N/A	145mm	2/more	5,7,11,15
<u>Bridge Decks</u>						
Wearing	9.5 mm	403.210	N/A	40mm	1	2,5,8
Base	9.5 mm	403.210	N/A	40mm	1	2,5,8
<u>Residential Drives, Islands, misc.</u>						
Wearing	9.5 mm	403.209	N/A	50mm	2/more	2,3,9,10,13
<u>Commercial Drives, Islands, misc.</u>						
Wearing	9.5 mm	403.209	N/A	75mm	2/more	2,3,9,10,13

COMPLEMENTARY NOTES

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**. (Ndesign)
7. Section 106.6 Acceptance, (1) Method A.
8. Section 106.6 Acceptance, (2) Method B.
9. Section 106.6 Acceptance, (2) Method C, as per Special Provision 401.
10. A **“FINE”** 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
12. A mixture meeting the gradation of 9.5 mm hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the requirements of section 703.09 Grading ‘D’, with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the department for approval.
15. Any base or binder mix left exposed to traffic over the winter shall have a layer of 12.5 mm mix substituted for the 19mm mix. If this substitution is made, the specified layers may need to be modified, as approved by the Resident.
22. The final pavement surface shall be evaluated for smoothness in accordance with the Standard Specifications, revision of December 2002, Section 402 - Pavement Smoothness.

Tack Coat

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m², and on milled pavement approximately 0.2 L/m², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.08 L/m².

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 424
JOINT SEALER

Description This work shall consist of furnishing all labor, equipment and materials necessary to clean and seal longitudinal and transverse joints that result in the construction of bituminous concrete pavement courses. This material is to be thoroughly applied to the joints during the construction of bituminous pavement courses, to seal the construction joint from deterioration due to the elements, and to adhere the joint materials together.

Materials Asphalt rubber joint sealer shall be an asphalt and rubber compound designed for sealing and improving the strength and performance of the base asphalt cement and shall conform to ASTM D-3405.

CONSTRUCTION REQUIREMENTS

Weather Asphalt rubber joint sealer shall not be applied on a wet surface, after sunset or before sunrise, or when the atmospheric temperature is below 10°C [50°F] in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures. An atmospheric temperature of 2°C [36°F] and rising will be permitted on intermediate and base courses, with the time and weather constraints remaining.

Preparation and Placement This work shall be constructed using a rubberized sealer that conforms to ASTM D-3405.

Asphalt rubber sealer shall be heated and applied at a temperature between 170°C - 200°C [340°F - 390°F] or as specified by the manufacturer and approved by the Resident. Sealer shall be delivered to the crack through a pressure hose line and applicator shoe. The shoe width and the sealer overbanding area shall vary from 35 mm - 40 mm [1 3/8 in - 1 1/2 in] depending on the joint height variability. The sealer shall be applied at a rate that produces a coating thickness of 3 mm [3/16 in], typical. These materials will not be applied at more than 12 hours prior to the placement of any pavement course, and subject to approval by the Resident.

Preparations of Joints All joints shall be swept or blown free of loose material, dirt, and other debris. Material removed from the joint shall be removed from the pavement surface by means of a power sweeper or appropriate hand tools as required. Joints shall additionally be cleaned by appropriate hand tools if contaminants remain on the face. All debris and water shall be removed to enhance adhesion of the crack sealing material. **THIS WORK SHALL NOT BE DONE IN INCLEMENT WEATHER.**

Equipment Equipment used in the performance of the work shall be subject to the Resident's approval and shall be maintained in a satisfactory working condition at all times.

(a) Sweeper: The sweeper shall be a manually operated, gas powered air-broom, or self-propelled sweeper designed especially for use in cleaning pavements shall be used to remove all debris, dirt, and dust from the joints.

(b) Melting Kettle: The unit used to melt the joint sealing compound shall be a double boiler, indirect fired type. The space between inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 320°C [608°F]. The kettle shall be equipped with a satisfactory means of agitating and mixing the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 94°C [170°F] and 290°C [525°F].

Quality of Work Excess sealer shall be removed from the pavement by approved methods and discarded. Any quality of Work determined to be below normal acceptable standards will not be accepted, and will be corrected and/or replaced as directed by the Resident.

Method of Measurement Asphalt rubber sealer and pavement joint adhesive will be measured by the meter [foot] applied.

Basis of Payment The accepted quantity of asphalt rubber sealer and pavement joint adhesive will be paid for at the contract unit price per meter [foot] complete in place, which price shall be full compensation for furnishing and placing sealer or adhesive, including all cleaning of joints, and furnishing and placing all materials necessary to perform the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
424.321 Asphalt Rubber Joint Sealer, Applied	Meter [Foot]

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Roadway Median)

Description This work shall consist of furnishing and placing a portland cement concrete pavement and incidental construction as shown on the plans, or as directed by the Resident. Except as otherwise specified in this Special Provision, all work shall be in conformity with the applicable provisions of Section 502 - Structural Concrete, Section 503 - Reinforcing Steel, and Section 515 - Protective Coating for Concrete Surfaces.

MATERIALS

Concrete Concrete shall be Class A.

Welded Steel Wire Fabric Per Section 709.02 - Welded Steel Fabric

Control Joint Zip strip control joint shall be 38 mm [1 ½ inch] type as manufactured by Superior Featherweight Tool Company, 1325, Bixby Drive, City of Industry, CA 91745; Harris Plastic Control Joint Former 38 mm [1 ½ inch] type as manufactured by A.H. Harris & Sons, Inc., 21 Ellis Street, New Britain, CT 06050; or an equivalent.

Joint Sealant Per Section 714.04 - Sealant.

CONSTRUCTION REQUIREMENTS

Preparation of Foundation The foundation bed shall be well graded and compacted, as directed by the Resident, to provide the thickness of concrete indicated on the plans.

Prior to the concrete placement, the foundation bed shall be thoroughly and uniformly saturated with water. The bed shall be free of puddles and excessive surface water.

Placement of Concrete The concrete mix shall be placed in a continuous placement operation when possible so that construction joints will be kept to a minimum. Construction joints shall be constructed when there is a break in a placement. Construction joints shall be used to provide access to driveways and roads as directed by the Resident. 600 mm [2 ft] long dowels spaced at 300 mm [12 in] on center shall be placed at the construction joint. Construction joints shall be brushed with a neat cement paste immediately prior to making the adjacent placement. Control joints shall be constructed with a zip strip placed transversely at 3 m [10 ft] on centers.

Joint sealant shall be applied at the top surface of the concrete median at construction joints.

The surface of the concrete shall receive a float finish in accordance with Section 502.14(A) - Float Finish. Immediately following the float finish, the surface shall be textured at right angles to the roadway using an approved open-pile, stiff bristle broom or mat.

The curing period for the concrete shall be four days and shall meet the requirements of Section 502.15 - Curing Concrete. The finished surface of the concrete shall receive a protecting coating in accordance with Section 515 - Protective Coating for Concrete Surfaces.

Method of Measurement Structural concrete, roadway median, satisfactorily placed and accepted, will be measured for payment by the cubic meter [cubic yard], in accordance with the dimensions shown on the plans or authorized by the Resident.

Basis of Payment The accepted quantity of Structural Concrete, Roadway Median will be paid for at the contract unit price per cubic meter [cubic yard], which payment will be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work, including the fabrication, delivery, and placement of reinforcement; the furnishing and the application of the protective coating; the fabrication, delivery, and placement of dowels; furnishing and placement of control joint strip and sealant.

Excavation for the placement of the Structural Concrete, Roadway Median will be paid for under the appropriate contract pay item, Section 203 - Excavation and Embankments.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
502.341 Structural Concrete, Roadway Median	Cubic Meter [Cubic Yard]

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.341	Structural Concrete Roadway Median		B

P values listed above reflect the price per cubic meter (yd³) for all pay adjustment purposes.

SPECIAL PROVISION
SECTION 527
ENERGY ABSORBING UNIT
(ET-2000 System)

Description. This work consists of furnishing and installing a ET-2000 crash cushion as a permanent energy absorbing system in accordance with these specifications at location(s) shown on the plans or established by the Engineer.

Materials. The energy absorbing system shall be the ET-2000 System as manufactured by Syro Steel Company of Girard, Ohio as approved and crash tested by the Federal Highway Administration.

Replacement Parts. The Contractor shall provide a complete spare set of all above ground parts for five of the energy absorbing systems. All spare sets will be delivered to the local Division Office.

Installation. A set of installation drawings will be provided to the Engineer for the system installed. The system shall be installed in accordance with the manufacturer's recommendations and the installation drawings.

Method of Measurement. Energy absorbing system will be measured by each unit, complete in place and accepted.

Basis of Payment. The accepted quantity of energy absorbing system will be paid for at the contract unit price which shall include a complete spare set of all above ground parts for five energy absorbing systems and all incidentals necessary.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
527.303 Energy Absorbing System (ET-2000)	Each

January 23, 2002

SPECIAL PROVISION

SECTION 606

GUARDRAIL

(Terminal End - Trailing End)

606.01 Description - The following sentence is added:

This work shall also consist of furnishing and installing Terminal End - Trailing End end treatments and adhesive backed retroreflective lens sheeting in accordance with these Specifications, the AASHTO-AGC-ARBTA Joint Committee Task Force 13 Report, dated May 15, 1995; and in reasonably close conformity with the lines and grades shown on the Plans or as directed by the Construction Manager.

MATERIALS

606.02 Materials - The following sentences are added:

The guardrail elements shall be per the Components List found on Sheet No. 2 of 2 of Drawing SEW02a - Trailing End Terminal - Foundation Tube Option (attached).

The adhesive backed retroreflective lens sheeting shall meet the requirements of Section 719.01, Reflective Sheeting - High Intensity Reflective Sheeting, Type III.

CONSTRUCTION REQUIREMENTS

606.041 Reflective Sheeting - The following Subsection is added:

The color for the adhesive backed retroreflective lens sheeting shall be amber (yellow).

606.042 Terminal End - Trailing End

Installation of the Terminal End - Trailing End shall be in strict accordance with the AASHTO-AGC-ARBTA Joint Committee Task force 13 Report and the Details on sheet No. 1 of 2 of Drawing SEW02a - Trailing End Terminal - Foundation Tube Option (attached).

606.08 Method of Measurement - The second paragraph is amended by the addition of: “Terminal End - Trailing End,” after the words “breakaway cable terminal”.

606.09 Basis of Payment - The second paragraph is amended by the addition of: “, Terminal End - Trailing End,” after the words “breakaway cable terminal”.

The adhesive backed retroreflective lens sheeting will not be paid for separately, but shall be considered incidental to the Terminal End - Trailing end item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.2602 Terminal End - Trailing End	Each

SPECIAL PROVISION

SECTION 607

FENCES

(Drive Gateway 4.9 m Metal)

607.01 Description

The following paragraph is added:

This work shall also consist of furnishing and installing Drive Gateway in reasonably close conformity with the lines and grades as shown on the Plans or established by the Resident. The installation shall include the assembly and erection of all parts and materials complete at the locations shown on the Plans or as directed by the Resident.

MATERIALS

607.02 Materials

The following paragraph is added:

Drive Gateway and associated hardware shall be of galvanized steel as specified in AASHTO M181 and shall be galvanized in accordance with the applicable requirements of ASTM A153. Concrete footings for entry gate shall be Class A 30 MPa in conformance with the requirements of Section 502, Structural Concrete, of the Standard Specifications.

607.07 Basis of Payment

The following paragraph is added:

Drive Gateway will be paid for at the contract unit price each, complete and in place, which payment will be compensation for furnishing and installing Drive Gateways and all necessary hardware, padlocks (two keyed alike Masterlocks, or equal with four keys), excavation, and concrete.

Payment will be made under:

Pay Item

Pay Unit

607.15 Drive Gateway 4.9 m Metal

Each

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Control)

652.7 Method of Measurement. This entire Subsection is revised to read:

Traffic Control Supervisor, furnishing, installation, and maintenance of all traffic control devices **including flaggers** will be measured as one **lump sum** for all work authorized and performed.

652.8 Basis of Payment. This entire Subsection is revised to read:

Traffic Control will be paid for at the contract **lump sum** price. Payment will be full compensation for the Traffic Control Supervisor, flaggers, approach signs, work area signs, drums, cones, panel markers, barricades, arrow boards etc. and maintenance thereof including the setting up and taking down of lane closures as many times as necessary shall be considered part of the lump sum price.

Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

The Lump Sum will be payable in installments as follows: 5% of the Lump Sum once the approach signing is complete and approved, with the 95% balance to be paid as the work progresses at a rate proportional to the percentage completion of the Contract.

Failure by the contractor to follow the Contracts 652 Special Provisions and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a reduction in payment, computed by reducing The Lump Sum Total by 5% per occurrence. The Departments Resident Engineer or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

All other requirements under the Standard Specifications Section 652 will be a part of the lump sum item.

There will be no extra payment for this pay item after the expiration of contract time.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.39 Work Zone Traffic Control	Lump Sum

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

Procedures specified shall be according to the BMP Manual unless stated otherwise.

Any and all references to "bark mulch" or "composted bark mix" shall be a reference to "Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch*.

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

1. A preconstruction field review is mandatory for this project. The preconstruction field review shall take place before commencing any work that involves soil disturbance or potential impacts on water quality. Attendees shall include the Environmental Coordinator, the preparer of the SEWPCP, the Construction Manager, and a representative from the Department's ENV Water Resources Unit. The date and time shall be set by the Contractor in consultation with the Construction Manager and ENV Water Resources Unit representative.
2. Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
3. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
4. Dust control items other than those under *Standard Specification, Section 637 – Dust Control*, if applicable, shall be included in the plan.
5. Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.
6. Culvert inlet and outlet protection shall be installed within 48 hours of culver installation, or prior to a storm event, whichever is sooner.
7. After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

8. Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.
9. If check dams are used, they shall be constructed of stone in accordance with BMP Manual, Section 9.

Permits & Cultural Resources Unit

PIN #: 556.23

Location: Augusta

Permit Member: David Gardner

Photographs ☐

Database/Projex ☒

Package to ENV Coordinator: 4/12/02

☒ HISTORIC AND CULTURAL RESOURCES

MHPC Historic Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
MHPC Archeological Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Advisory Council on Hist Preservation	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
NPS Recordation	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
State Recordation	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ 4(f) and 6(f)

Section 4(f)	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
LAWCON 6(f)	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ Maine Department of Environmental Protection (MDEP) Site Location of Development

N/A ☒ Applicable ☐ Approved ☐

☒ Local Zoning, Title 30-A, Section 4325-6.

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes

☐ No ☒. If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☐. If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed.

Approved ☐

☒ Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat

Eagle Nest	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Piping Plover	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Roseate Tern	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ United States Fish and Wildlife Service (USFWS), Migratory Bird Act

N/A ☒ Applicable ☐

☒ Maine Department of Conservation/ Public Lands, Submerged Land Lease

N/A ☐ Applicable ☒

☒ Environmental Protection Agency (EPA), National Pollutant Discharge Elimination System (NPDES)

N/A ☐ Applicable ☐ NOI Submitted ☒

☒ Land Use Regulation Commission (LURC) ☒ Not Applicable

No permit	<input type="checkbox"/>	
Notice	<input type="checkbox"/>	Approved <input type="checkbox"/>
Permit	<input type="checkbox"/>	Approved <input type="checkbox"/>

☒ Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act

No permit required	<input type="checkbox"/>	
Exempt	<input type="checkbox"/>	(Must use erosion and sediment control and not block fish passage.)
PBR	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 1	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 2	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 3	<input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>

☒ Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

No permit required	<input type="checkbox"/>	
Category 1-NR	<input type="checkbox"/>	Approved <input type="checkbox"/>
Category 2	<input type="checkbox"/>	Approved <input type="checkbox"/>
Category 3	<input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>

☒ IN-WATER TIMING RESTRICTIONS: 105 Special Provision ☒ n/a ☐

Dates instream work is allowed: July 1 through March 31

Augusta, PIN 556.XX

SPECIAL NOTE: A pre-construction meeting, which includes the presence of ACOE and DEP is required before the project starts.

DEPARTMENT OF THE ARMY PERMIT

Permittee Maine Dept. of Transportation, 16 State House Station, Augusta, Maine 04333

Permit No. 200001630

Issuing Office New England District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

Place fill in conjunction with the construction of a new connector road from I-95 to Route 3. The work includes new right-of-way clearing, culverted or bridge crossings of Fisher and Riggs Brooks, numerous crossings of wetlands and intermittent and perennial streams, a new interchange at I-95, and a pier supported bridge crossing of the Kennebec River. Wetland and waterway impacts on the approaches to the Kennebec River crossing total approximately 7.2 acres and the three piers supporting the bridge will impact approximately 0.075 acres of river bottom.

In accordance with the attached plans "MAINE DEPT. OF TRANSPORTATION, AUGUSTA THIRD BRIDGE PROJECT, AUGUSTA, MAINE, DOT PIN 556.11" in 12 sheets undated

Project Location:

In numerous waterways and wetlands between I-95 and Route 3 at Augusta, Maine.

Permit Conditions:

General Conditions:

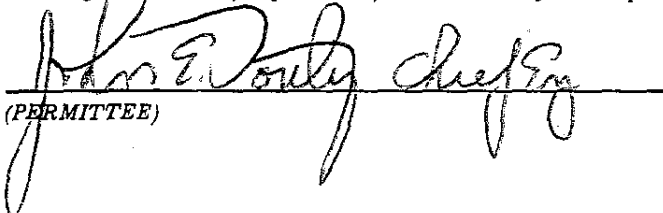
1. The time limit for completing the work authorized ends on JUN 03 2007. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

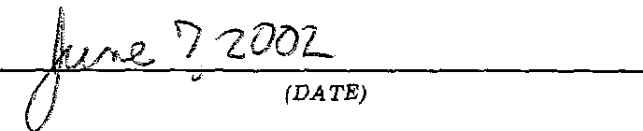
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

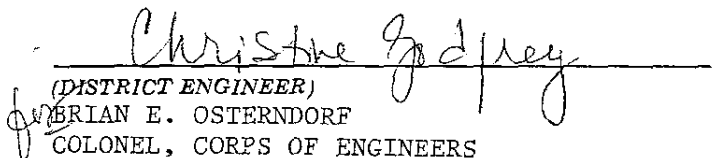
6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

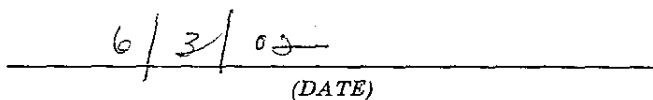
Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITTEE)


(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

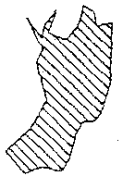

(DISTRICT ENGINEER)
BERIAN E. OSTERNDORF
COLONEL, CORPS OF ENGINEERS


(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE)

(DATE)

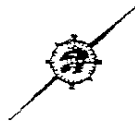


WETLANDS

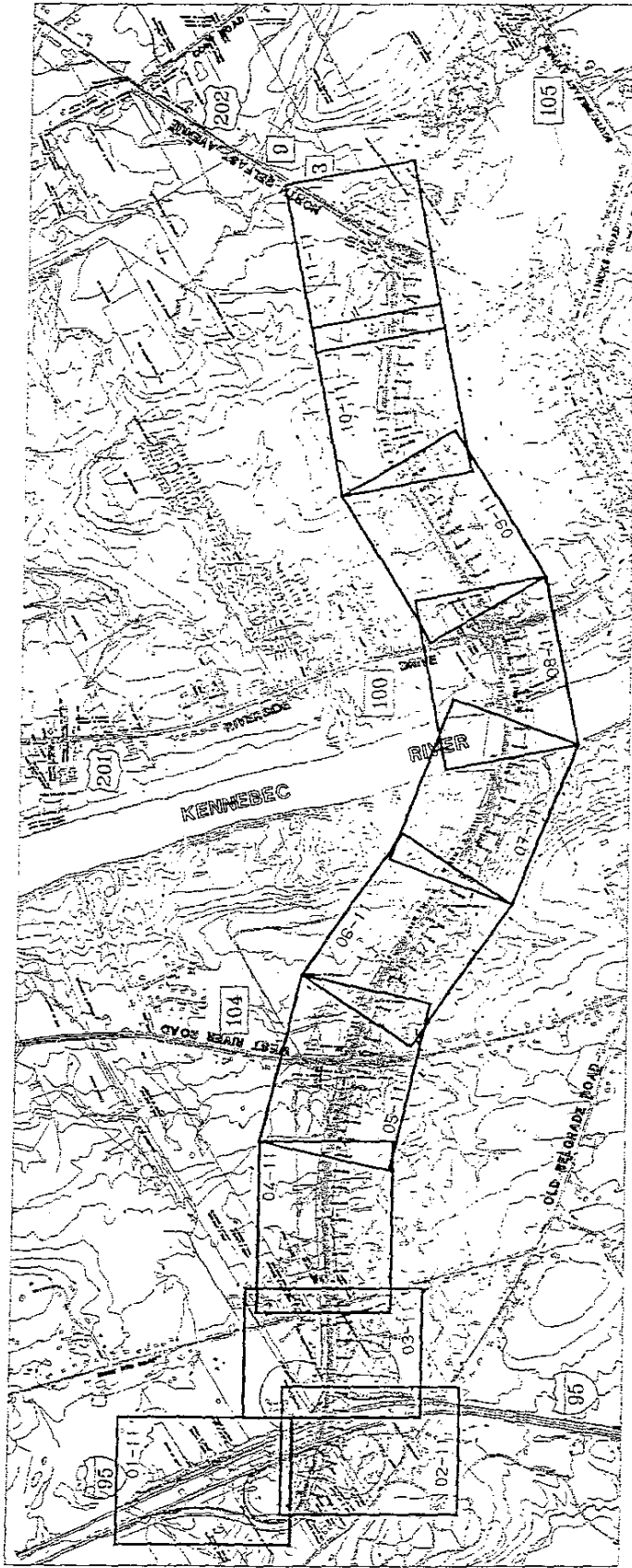


IMPACTED WETLANDS

SCALE
24,000
= 2,000'



INDOR "B"



MAINE DEPT. OF TRANSPORTATION
AUGUSTA THIRD BRIDGE PROJECT
DOT PIN 556.11

SHEET 1 OF 12

SCALE
1:2,400
1" = 200'



01 - 11



95

STATE OF MAINE

MARK A. YOUNG
PATTY A. YOUNG

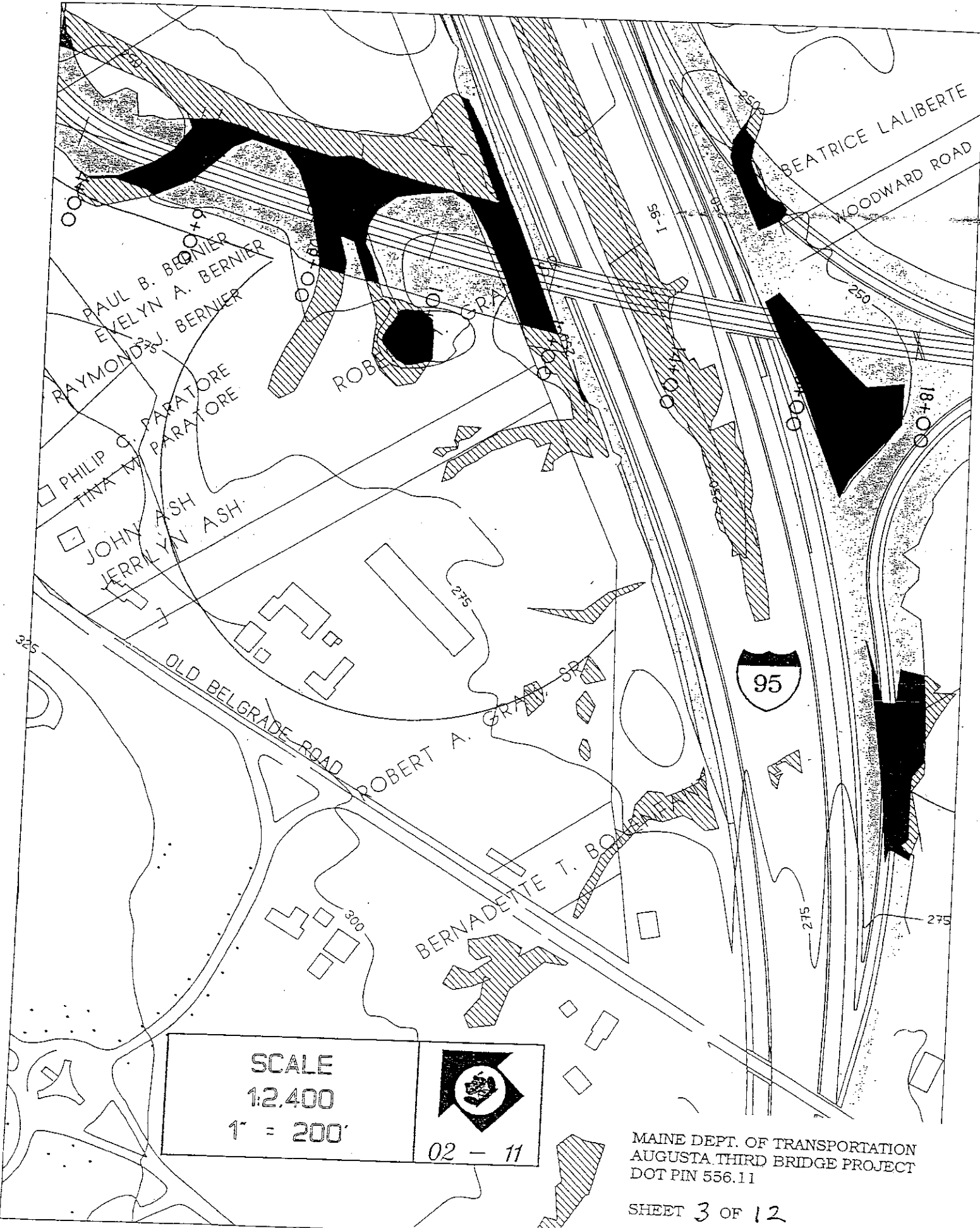
PATRICK J. DUMAS
SARAH E. DUMAS

RICHARD R. VIOLETTE
RACHEL VIOLETTE


BONFANT CONSTRUCTION CORP.

MAINE DEPT. OF TRANSPORTATION
AUGUSTA THIRD BRIDGE PROJECT
DOT PIN 556.11

SHEET 2 OF 12



SCALE
1:2,400
1" = 200'



02 - 11

MAINE DEPT. OF TRANSPORTATION
AUGUSTA THIRD BRIDGE PROJECT
DOT PIN 536.11
SHEET 3 OF 12

SCALE
1:2,400
1" = 200'



BEATRICE LALIBERTE
WOODWARD ROAD

EIGHT ROD ROAD

BONENFANT CONSTRUCTION CORP

6-12
MOTHY D. CHAREST
LAURA L. CHAREST

DOUGLAS D. WHELOCK
MICHELLE WHELOCK

ROBERT J. VALLIERE
RITA L. VALLIERE

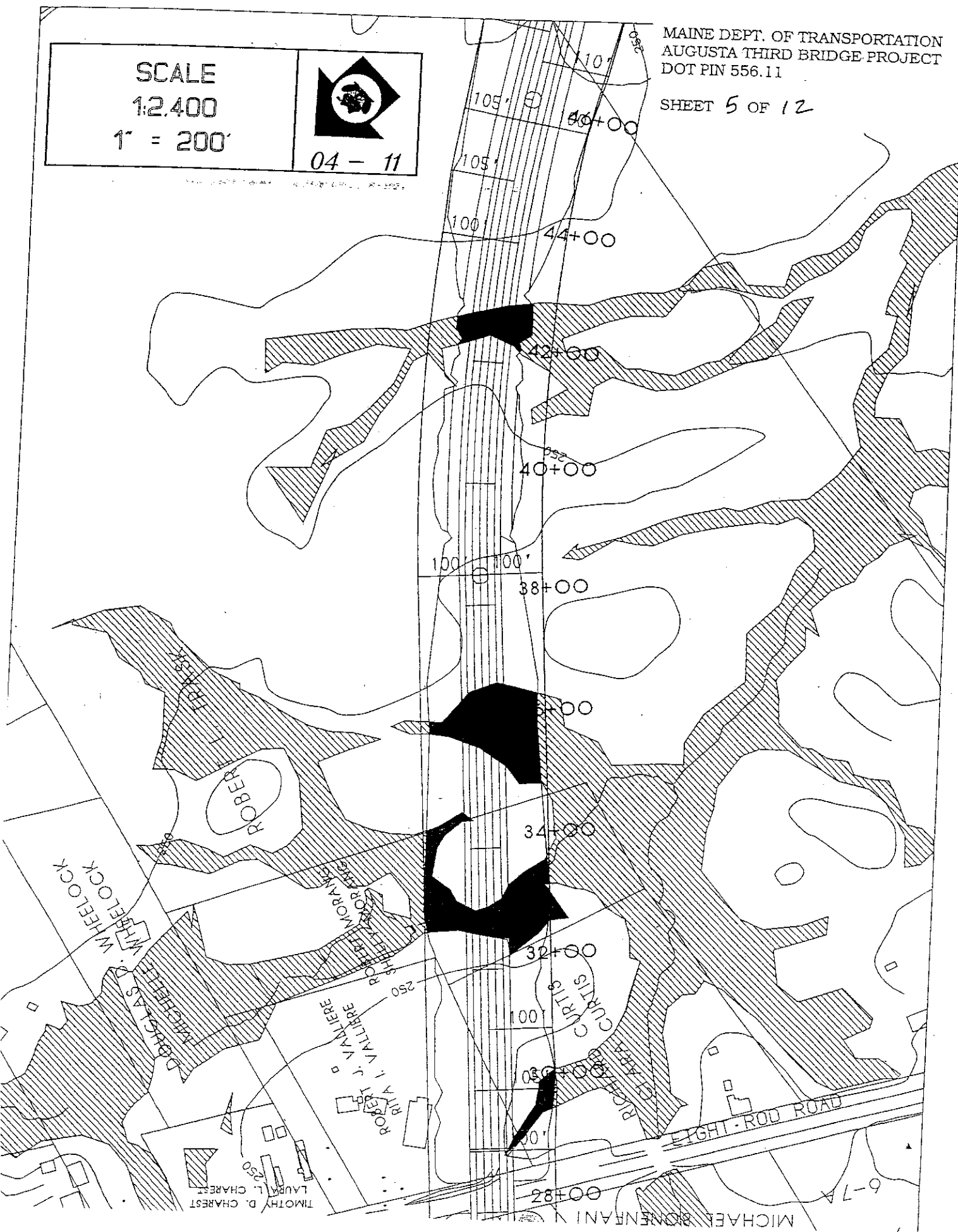
RICHARD CURTIS
C. CURTIS

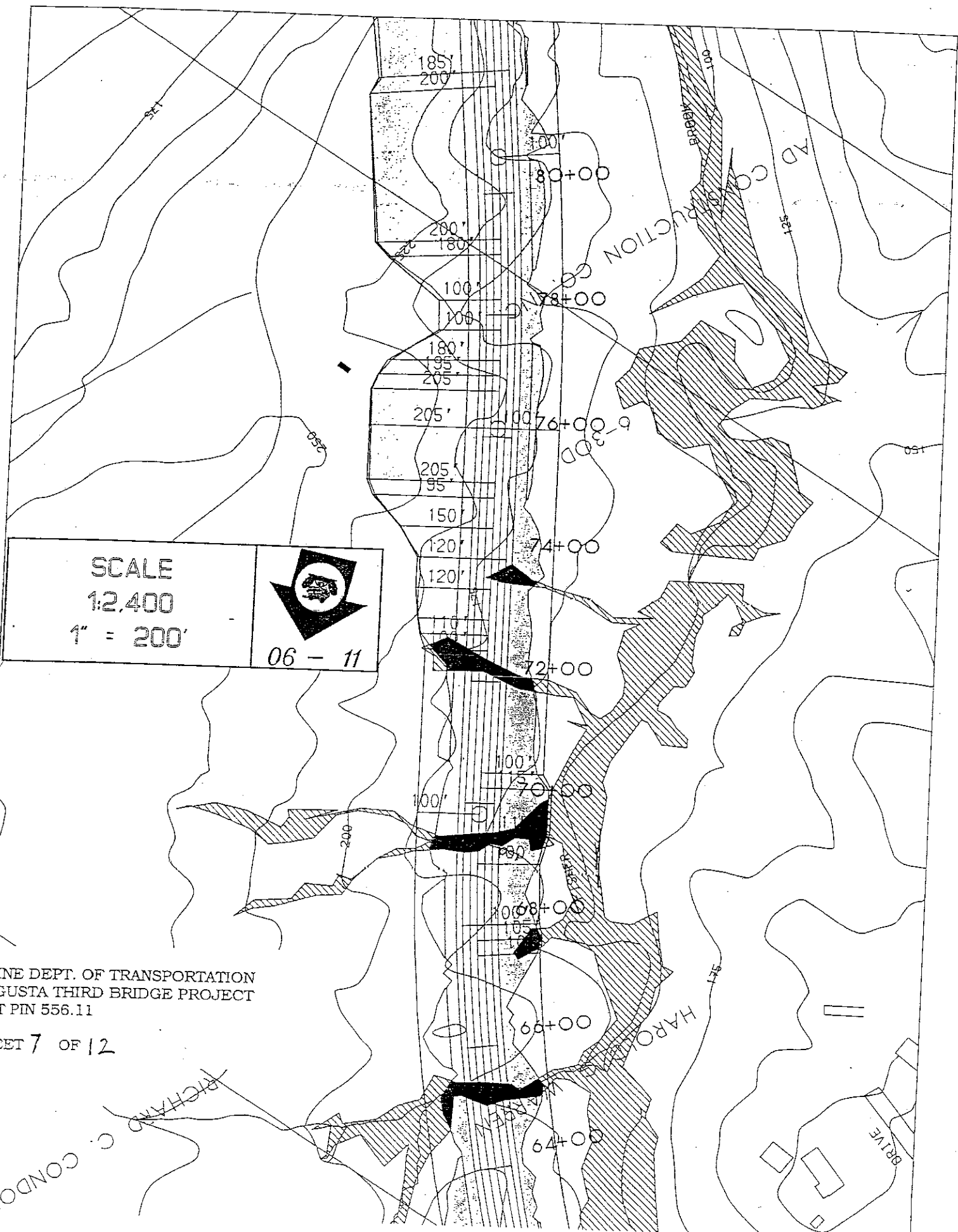
MAINE DEPT. OF TRANSPORTATION
AUGUSTA THIRD BRIDGE PROJECT
DOT PIN 556.11

SHEET 4 OF 12

04 - 11

SHEET 5 OF 12





SCALE

1:2,400

1" = 200'



06 - 11

MAINE DEPT. OF TRANSPORTATION
AUGUSTA THIRD BRIDGE PROJECT
DOT PIN 556.11

SHEET 7 OF 12

RICHARD C. CONDON

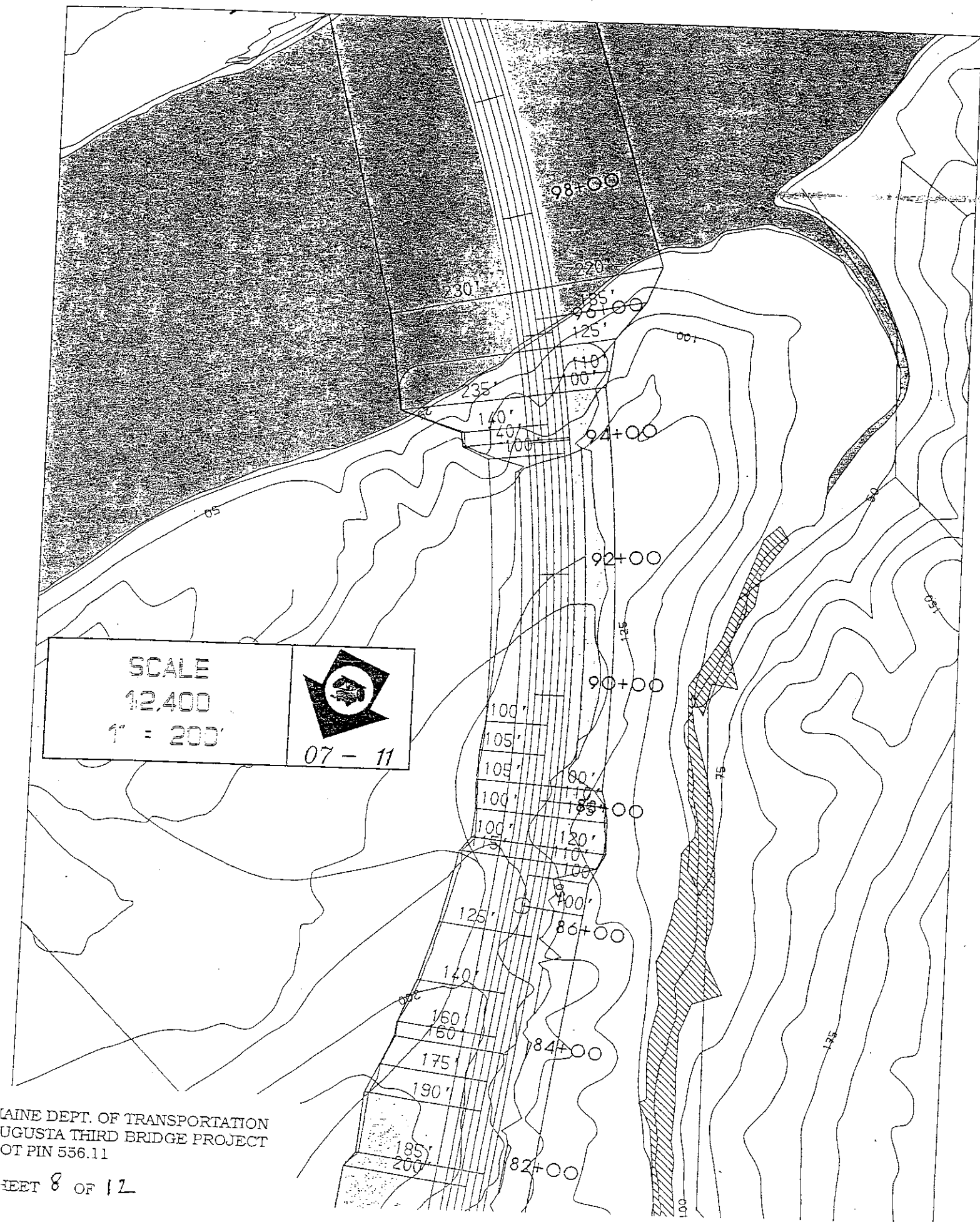
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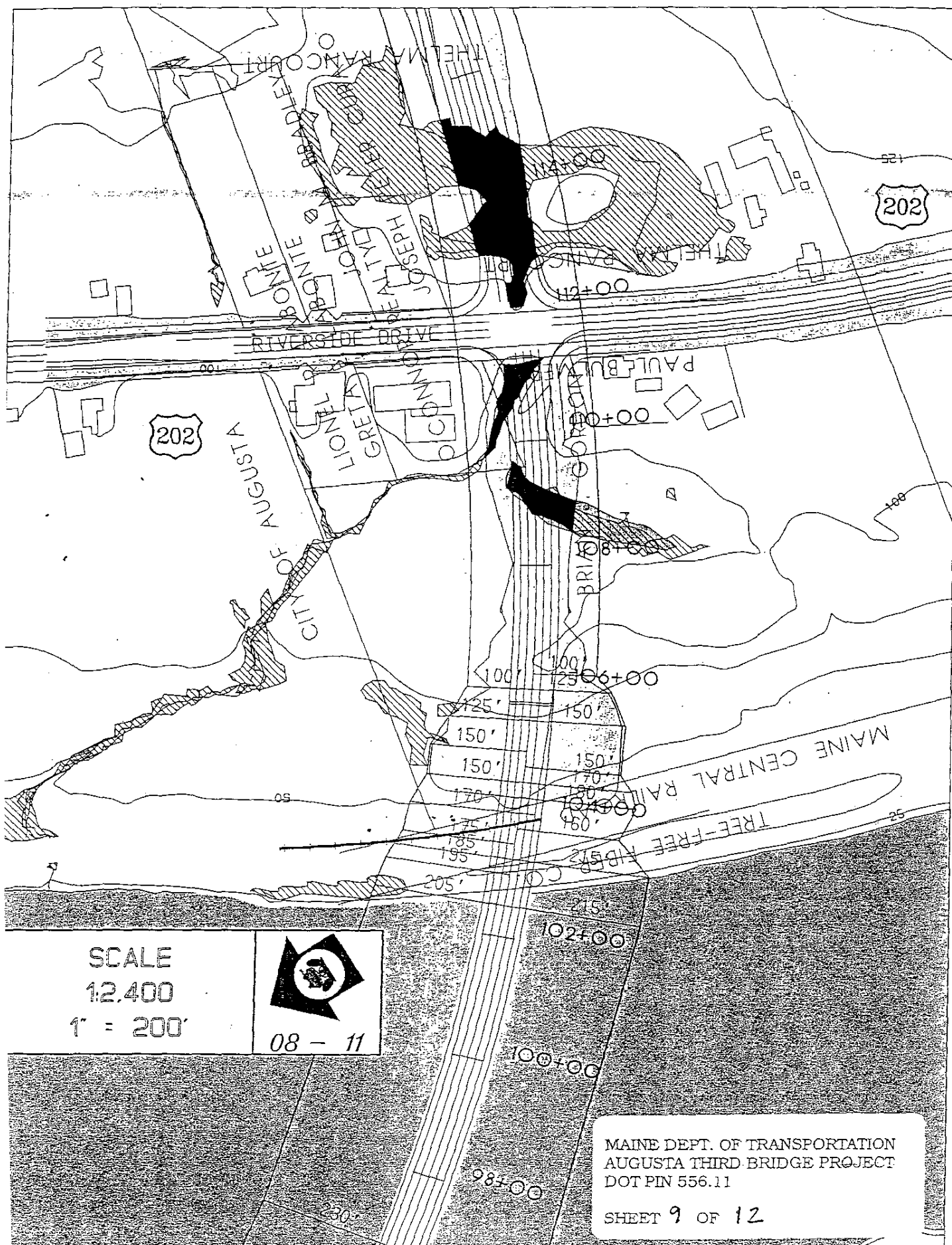


07 - 11

MAINE DEPT. OF TRANSPORTATION
AUGUSTA THIRD BRIDGE PROJECT
SHEET 8 OF 12

SHEET 8 OF 12





SCALE
1:2,400
1" = 200'



09 - 11

132+00

130+00

128+00

126+00

122+00

120+00

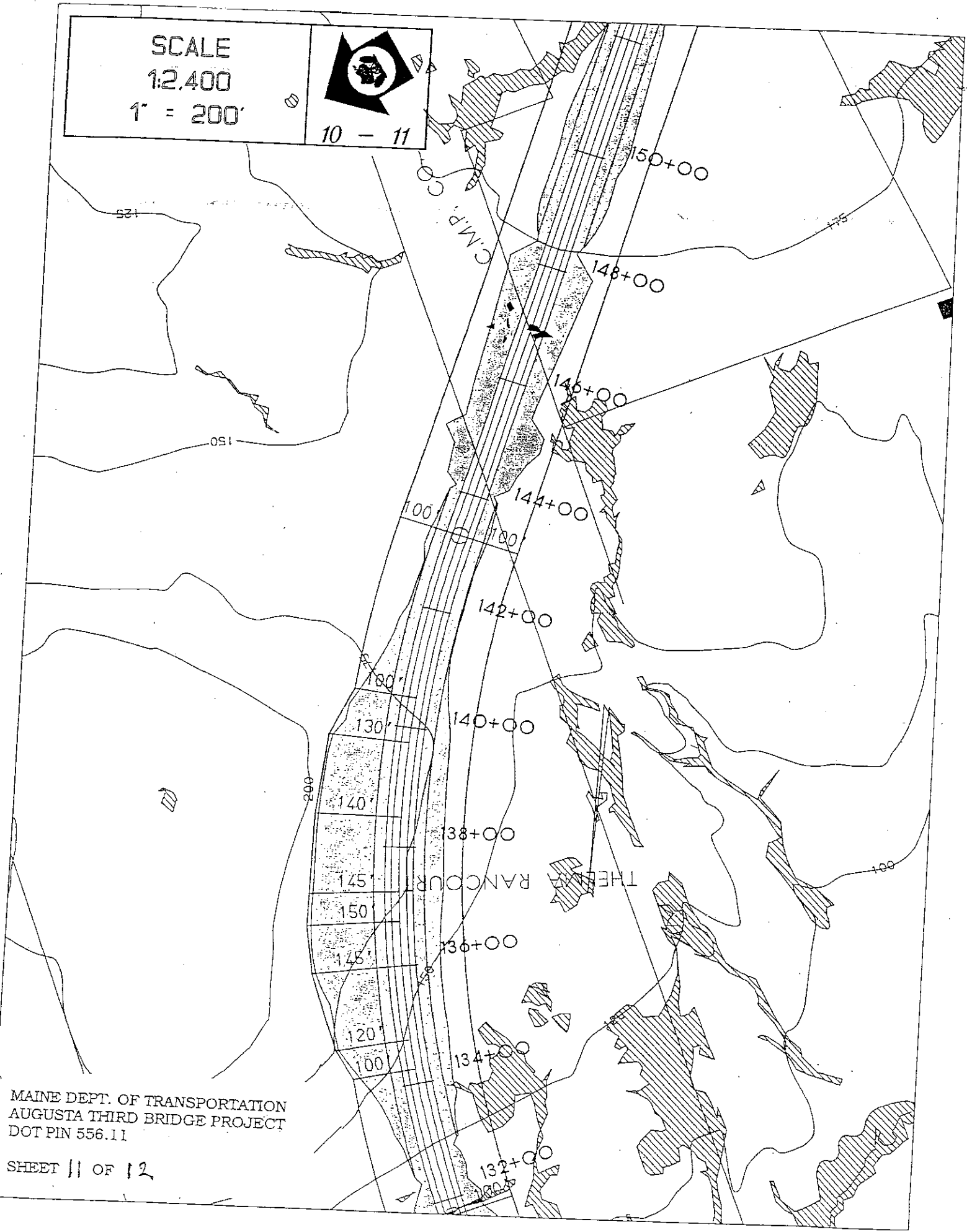
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MAINE DEPT. OF TRANSPORTATION
AUGUSTA THIRD BRIDGE PROJECT
DOT PIN 556.11

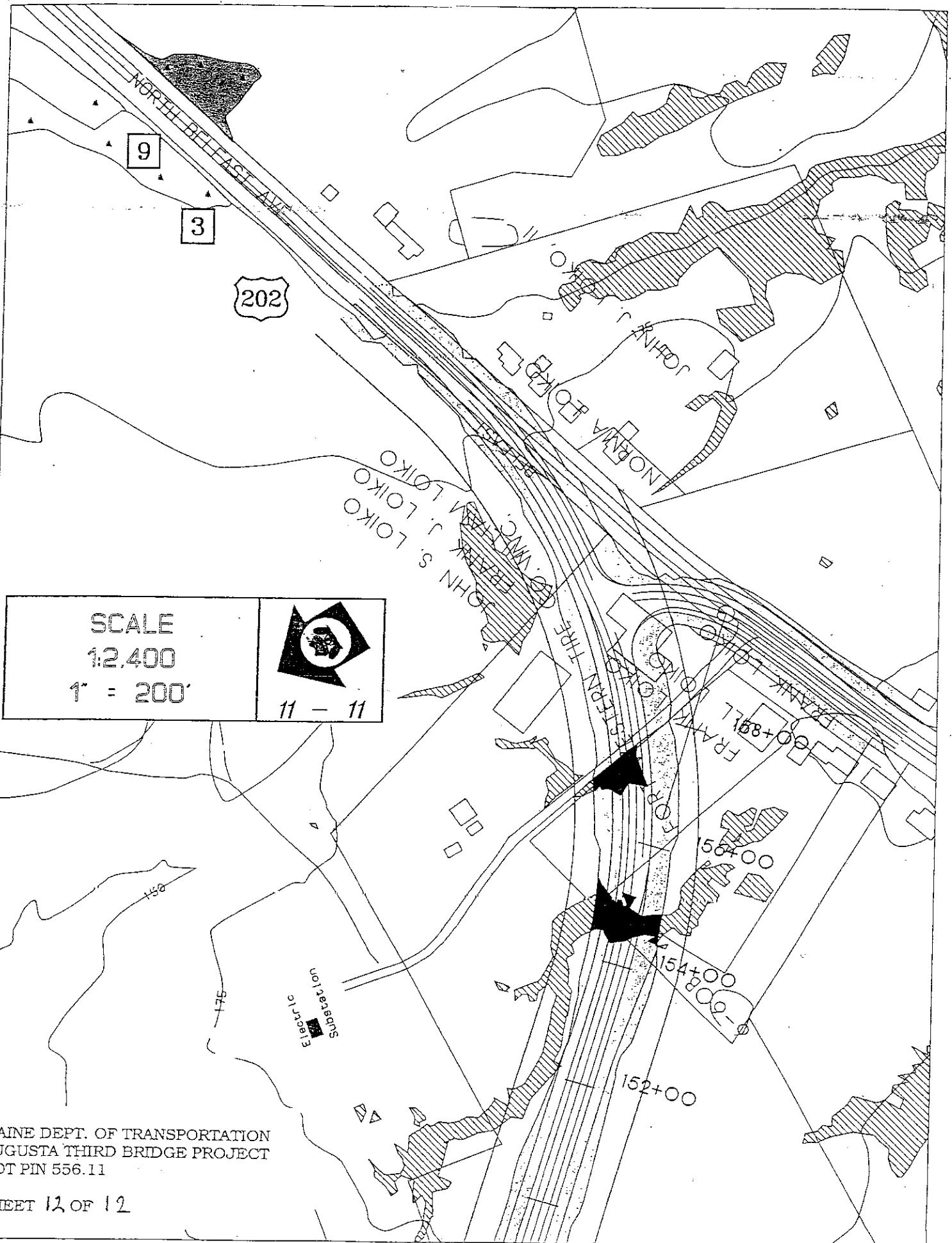
SHEET 10 OF 12

SCALE
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1" = 200'



MAINE DEPT. OF TRANSPORTATION
AUGUSTA THIRD BRIDGE PROJECT
DOT PIN 556.11

SHEET 11 OF 12



SCALE

12,400

1" = 200'



11 - 11

MAINE DEPT. OF TRANSPORTATION
AUGUSTA THIRD BRIDGE PROJECT
DOT PIN 556.11

SHEET 12 OF 12



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

DEPARTMENT OF TRANSPORTATION
Augusta, Kennebec County
AUGUSTA THIRD BRIDGE
L-20756-4E-A-N
(APPROVAL)

) NATURAL RESOURCES PROTECTION ACT
) WETLAND ALTERATION AND
) WATER QUALITY CERTIFICATION
) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of DEPARTMENT OF TRANSPORTATION with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

- A. Application: The applicant proposes to construct a new highway and bridge connecting I-95 to Route 3 in Augusta. The project includes the construction of a new I-95 interchange, a new highway on new alignment, and a new bridge crossing over the Kennebec River.
- B. Summary of Proposal: The applicant is proposing to construct a third bridge in Augusta with an associated new, limited access highway approximately three miles long connecting Interstate 95 to Routes 3, 9, and U.S. 202, including a new Interstate 95 Interchange. The new bridge will cross the Kennebec River approximately one-half mile above the site of the former Edwards Dam. The bridge proposal includes two piers that will be located in the flood zone and two piers that will be located in the river channel. The proposed project will be phased as described below:
1. Phase I consists of earthwork and drainage from the Interstate to the Kennebec River;
 2. Phase II consists of the construction of the Kennebec River bridge and all earthwork and drainage from the Kennebec River, east;
 3. Phase III consists of the construction of the Interstate 95 overpass and the Eight Rod Road construction;
 4. Phase IV consists of final paving, curb and guardrail alignment, signals at intersections, and landscaping; and
 5. Phase V consists of final construction and monitoring of the compensation area.
- C. Site Description: The applicant has obtained all necessary property rights as authorized under 23 M.R.S.A § 153.

2. WATER QUALITY CONSIDERATIONS:

MDOT requires that its contractors adhere to temporary erosion control measures specified in "Special Provision Section 107: Soil Erosion and Water Pollution Control." Special Provision Section 107 mandates that

the selected contractor develop a specific erosion and sedimentation control plan and submit it to MDOT's Office of Environmental Services (OES) for review, comment, and approval. The plan must meet the standards and commitments described in Section II of the manual "MDOT Best Management Practices for Erosion and Sediment Control (BMP)," dated September 1997 or latest revision.

Based on past experience, the Department's Division of Watershed Management (DMW) finds that the OES's Water Resource Unit is capable of obtaining an erosion control plan from contractors that meets Department standards for the resource protection. DMW requires no further review and approval of the temporary erosion control plan provided that, prior to construction, the applicant and/or its contractor submits a final plan to the Department for inclusion in the project file and that the Department receives written approval of the plan from MDOT prior to the start of construction.

The Department finds that an employee of the Maine Department of Transportation qualified to assess erosion and sedimentation control measures, must submit a report summary of all work completed, erosion control compliance, and general progress of the project on a monthly basis by the 15th of each month during construction, for inspections completed during the previous month, and must notify the Department within 24 hours upon the discovery of erosional concerns or otherwise, resulting in a discharge of soil into a protected natural resource.

3. WILDLIFE HABITAT CONSIDERATIONS:

The Maine Department of Inland Fisheries & Wildlife (MDIFW) has reviewed the proposed project and finds that the portion of the project that requires work in the Kennebec river is considered work within a Significant Wildlife Habitat because this portion of the river contains two species of freshwater mussels (Yellow Lampmussel and Tidewater Mucket) that are currently listed as endangered species in the State of Maine. The Maine Endangered Species Act provides for the inadvertent incidental take of these species associated with project construction and development provided that an Incidental Take Plan (ITP) is developed and implemented. The applicant and MDIFW have met to discuss and develop an ITP that is reasonable and minimizes the incidental take of these listed species.

The Department of Marine Resources (DMR) has reviewed the project as proposed and finds that the river at the proposed bridge crossing should be considered as a migratory pathway for all anadromous fish species native the State of Maine that now have access to the 17 miles of riverine habitat above the former Edwards Dam. The majority of the anadromous fish species migrate upstream from April 1 through June 30 except Atlantic sturgeon, which would be likely to migrate upstream from mid June through July. To avoid interference with the upstream migration for the majority of the anadromous fish species in the Kennebec River, the Department of Marine Resources recommends that a timing window be established from April 1 through June 30 during which no instream work will be permitted. DMR also recommends that instream work in July be limited to the pier most distant from the main channel

The Department of Transportation conducted a delineation and a function and value assessment. Wetlands were field surveyed and delineated from May through October 1998. Delineations were done using the U.S. Army Corps of Engineers' 1987 3-parameter routine determination approach and the 1995 and 1998 Field Indicators for Identifying Hydric Soils in New England. Wetland functions and values were identified using the U.S. Army Corps of Engineers' Highway Methodology. This assessment indicated that there are six major wetland complexes identified on the project site. One complex (E) includes direct impacts to the Kennebec River and four others (95-2, B, E, & G) that impact tributary streams to the Kennebec. Wetland complex 95-2 also includes impacts to a small pond. Approximately 2,000 square feet of seasonally flooded depressions, including some areas of possible vernal pool habitat area, and approximately 80,126 square feet of freshwater wetlands of special significance will also be filled. Primary functions identified are described in Exhibit 11 of the NRPA permit application and shown on Table 1 above. The applicant has proposed mitigation to replace the functions & values of the wetlands impacted by the proposed project.

- B. AVOIDANCE & MINIMIZATION: The applicant has submitted an alternative analysis for the project as proposed that demonstrates that the proposed project constitutes the least practicable damaging alternative. The applicant has modified the design and construction methods for the proposed roads, bridge, and interchange to minimize wetland impacts. The Department has reviewed these materials and finds that wetland impacts have been avoided and minimized as much as possible given the site and design constraints through the design of the project, methods of construction and stabilization, and proposed wetland compensation plan.
- C. WETLAND COMPENSATION: As compensation for wetland impacts associated with the proposed project, the applicant proposes to enhance wetland and upland pasture along Riggs Brook on the Gamage Property in Augusta, Maine, and to preserve a parcel of land that will join two distinct compartments of MDIFW's Garcelon Wildlife Management Area (WMA). No opportunities exist for on-site mitigation. Multiple off-site mitigation sites were evaluated, as described in Section 2 of Exhibit 14 in the NRPA permit application.

The Riggs Brook enhancement site occupies approximately 24-acres of riparian wetland and upland along Riggs Brook, in the middle of a 100 ± acre cow pasture. The site includes approximately 2,500 feet of Riggs Brook, with approximately 10-acres of adjacent wetland and 14-acres of upland slopes extending 100 to 300 feet on either side of the brook. The proposed wetland enhancement site will be acquired by MDOT and protected from future development or agricultural uses. In addition, enhancement measures will be implemented to achieve the compensation objectives, including fencing to exclude livestock, discontinuation of mowing, repair and stabilization of eroded banks, and planting of trees and shrubs to accelerate the establishment of woody cover in wetlands and upland

buffers. Specific treatments are described in Section 3.1 of Exhibit 14 in the application and shown on the first nine plans in a set of ten, the first of which is entitled "Maine Department of Transportation Augusta Third River Crossing Project Preliminary Wetland Compensation - Project Location Map," prepared by Duke Engineering & Services, dated December, 2001.

The Spectacle Pond Preservation Site consists of nine contiguous parcels totaling approximately 146-acres, straddling the municipal boundary in northeastern Augusta and southwestern Vassalboro. The northern and southern limits of the site abut properties owned by MDIFW that have been managed as separate compartments of the Garcelon WMA. The site is mostly hardwood forested upland with all or parts of two forested/scrub shrub wetland complexes, several intermittent streams and vernal pools, and approximately 2,250 feet of frontage on Spectacle Pond. Acquisition and transfer of this site to MDIFW will fulfill a long-term management objective to connect these distinct compartments and will contribute to the objective of securing a substantial portion of the Spectacle Pond shoreline. Details of the preservation site are described in Section 3.2 of Exhibit 14 in the application and shown as plan 10 entitled "Maine Department of Transportation Augusta Third River Crossing Project Preliminary Wetland Compensation - Spectacle Pond Preservation Site Plan," prepared by Duke Engineering & Services, dated December, 2001.

- D. **COMPENSATION MAINTENANCE:** The applicant intends to maintain the Riggs Brook mitigation area. The applicant will maintain the livestock fencing during and after the completion of the proposed five year post construction monitoring period or until such time that the applicant transfers the mitigation parcel to a qualified third party for long-term stewardship. If such a time arises the applicant must notify the Department of the transfer candidate. Prior to the completion of 50% of the proposed project, the applicant must initiate the compensation project and notify the Department. The Department finds that the applicant must file a finalized Declaration of Covenants and Restrictions for the compensation area, referencing the final construction plans, with the Kennebec County Registry of Deeds, within six months after the initiation of the compensation project. Evidence of filing must be submitted to the Bureau of Land and Water Quality, Division of Land Resource Regulation, within 30 days of the filing date. Evidence must consist of copies of the restrictions stamped with Book and Page numbers or accompanied by a letter from the Registrar.
- E. **COMPENSATION MONITORING:** A qualified wetland scientist will be on-site to monitor construction of the wetland compensation area. Monitoring during construction will verify that excavation, grading, planting, and erosion control measures are implemented according to plans and specifications. The applicant proposes to monitor the compensation project annually over a 5-year period starting the following spring from when planted. A qualified, professional wetland scientist must conduct all field assessments. Reports detailing the findings must be submitted to the Department

prior to December 15 of each of the reporting years. The reports must include labeled photographs representing current site conditions, and a narrative detailing existing site conditions during the monitoring event. The narrative must include, but not be limited to, vegetative coverage and success rates, vegetative community diversity, spatial extent, and wetland functions, and any measure required to remediate adverse site conditions as described in Section 14 of the NRPA application.

5. OTHER CONSIDERATIONS:

The Department has not identified any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment provided that the project is completed as proposed and that the applicant meets all of the requirements in Finding 2
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment provided that the project is completed as proposed and that the applicant meets all of the requirements in Findings 2 & 3
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided that the project is completed as proposed and that the applicant meets all of the requirements in Findings 3 & 4.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters provided that the project is completed as proposed and that the applicant meets all of the requirements in Findings 3 & 4.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted application of Department of Transportation to construct a new highway with I-95 interchange and a new bridge, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

1. Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that their activities or those of their agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. The applicant and/or its contractor shall submit a final erosion and sedimentation control plan to the Department for inclusion in the project file and the applicant shall receive written approval of the plan from the Department prior to the start of construction.
4. The applicant shall submit an ITP to the Department and Maine Department of Inland Fish & Wildlife (MDIFW), for review and approval, prior to beginning construction of Phase II of the proposed project.
5. All instream work shall occur between July 1 and September 15.
6. Instream work in July shall be limited to the pier most distant from the main channel to facilitate the upstream migration of Atlantic sturgeon and late migrating species.
7. The applicant shall submit a monthly summary report of all work completed and erosion control compliance by the 15th of each month during construction. This report shall include inspections completed during the previous month and shall notify the Department within 24 hours of discovery of any discharge of soil into a protected natural resource. This report shall be completed by an employee of the Maine Department of Transportation qualified to assess erosion and sedimentation control measures.
8. The applicant shall maintain the livestock fencing on the mitigation site during and after the completion of the proposed five year post-construction monitoring period or until such time that the applicant transfers the mitigation parcel to a qualified third party for long-term stewardship. If such a time arises, the applicant shall notify the Department of the transfer candidate.
9. Prior to the completion of 50% of the proposed project, the applicant shall initiate the compensation project and notify the Department. The applicant shall file a finalized Declaration of Covenants and Restrictions for the compensation area, referencing the final construction plans, with the Kennebec County Registry of Deeds, within six months after the initiation of the compensation project. Evidence of filing shall be submitted to the Bureau of Land and Water Quality, Division of Land Resource Regulation, within 30 days of the filing date. Evidence shall consist of copies of the restrictions stamped with Book and Page numbers or accompanied by a letter from the Registrar.

10. The applicant shall monitor the compensation project annually over a 5-year period starting the following spring from when planted. A qualified, professional wetland scientist shall conduct all field assessments. Reports detailing the findings shall be submitted to the Department prior to December 15 of each of the reporting years (year 1, 2, and 3, with a final assessment report after the 5th year following installation). The reports shall include labeled photographs representing current site conditions, and a narrative detailing existing site conditions during the monitoring event. The narrative shall include, but not be limited to, vegetative coverage and success rates, vegetative community diversity, spatial extent, and wetland functions, and any measure required to remediate adverse site conditions as described in Section 14 of the NRPA application.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED AT AUGUSTA, MAINE, THIS 13 DAY OF March, 2002.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

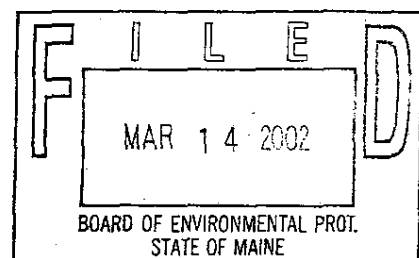
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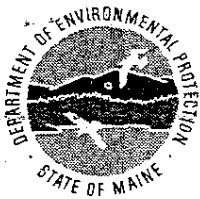

MARTHA G. KIRKPATRICK, COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES..

Date of initial receipt of application 12/07/2001
Date of application acceptance 12/18/2001

Date filed with Board of Environmental Protection
LK/L20756AN





STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

MAINE DEPARTMENT OF TRANSPORTATION) NATURAL RESOURCES PROTECTION ACT
Augusta, Kennebec County) WATER QUALITY CERTIFICATION
3 rd BRIDGE PIER STABILIZATION) MODIFICATION
L-20756-4E-C-M (APPROVAL)) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq., the Department of Environmental Protection has considered the application of the MAINE DEPARTMENT OF TRANSPORTATION with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT HISTORY:

In Department Order #L-20756-4E-A-N, dated March 13, 2002, the Department approved the development to construct a new highway and bridge connecting I-95 to Route 3 in Augusta. The project includes the construction of a new I-95 interchange, a new highway on new alignment, and a new bridge crossing over the Kennebec River. The development is located in the City of Augusta.

2. CURRENT PROPOSAL:

The applicant proposes to modify the existing permit to include impacts to the Kennebec River caused by the placement of riprap on the western bank. These impacts are proposed due to rip rap being used to stabilize pier 1 and prevent scouring and the installation of an access road that has been placed closer to the river to avoid clear cutting the mature tree growth that stabilizes the river bank where the original project is not proposed. The riprap will stabilize the bank where cutting has been approved as well as provide an adequate width for maintenance vehicles to access the site. Proposed impacts total 22,060 square feet, which includes 4,101 square feet of wetlands of special significance. In the original permit, compensation was abundant so that this additional impact will not require additional compensation.

The applicant also proposes to change the existing in stream work window (July 1 through September 15) to match that of the Army Corps of Engineers permit. The proposed new in stream work window would be set from July 1 through March 31. The Department of Marine Resources, Maine Inland Fish and Wildlife, U.S. Fish and Wildlife, and National Marine Fisheries Service has agreed to this work window.

3. FINDING:

Based on its review of the application, the Department finds the requested modification to be in accordance with all relevant

Departmental standards. All other findings of fact, conclusions and conditions remain as approved in Department Order #L-20756-4E-A-N, and subsequent orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. ~~Sections 481 et seq.~~

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.
- D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities, solid waste disposal and roadways required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities and roadways in the municipality or area served by those services.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of THE MAINE DEPARTMENT OF TRANSPORTATION to add additional impacts to the Kennebec River from additional rip rap needed for the construction of pier 1, and to change the in stream work window, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

- 1. The Standard Conditions of Approval, a copy attached.
- 2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that their activities or those of their agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.

3. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #L-20756-4E-A-N, and subsequent orders, and are incorporated herein.

~~DONE AND DATED AT AUGUSTA, MAINE, THIS 6th DAY OF September 2002~~

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 

MARTHA G. KIRKPATRICK, COMMISSIONER

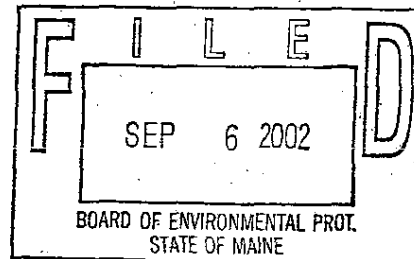
PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES..

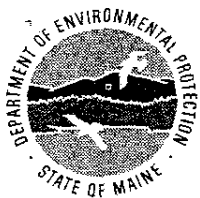
Date of initial receipt of application August 30, 2002

Date of application acceptance August 30, 2002

Date filed with Board of Environmental Protection

LK/L20756CM





STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

DEPARTMENT OF TRANSPORTATION) SITE LOCATION OF DEVELOPMENT
Augusta, Kennebec County)
AUGUSTA 3RD BRIDGE - PHASE II)
L-20756-4E-D-C) CONDITION COMPLIANCE
(APPROVED)

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq., the Department of Environmental Protection has considered the application of DEPARTMENT OF TRANSPORTATION with the supportive data, agency review comments, and other related materials on file and finds the following facts:

1. In Department Order #L-20756-4E-A-N, dated March 13, 2002, the Department approved the construction of a new highway with I-95 interchange and a new bridge. The development is located from Interstate 95 to Route 3 in the City of Augusta.
2. Special Condition # 3 of Department Order #L-20756-4E-A-N reads as follows: "The applicant and/or its contractor shall submit a final erosion and sedimentation control plan to the Department for inclusion in the project file and the applicant shall receive written approval of the plan from the Department prior to the start of construction".
3. The applicant has submitted the following information in response to Special Condition #3: an erosion and sedimentation control plan submitted by Douglas R. Hermann of Wyman & Simpson, Inc., dated October 30, 2002.

The Department has reviewed the information submitted and based on this review, the Department has found that this plan satisfactorily address the requirement of Special Condition #3.

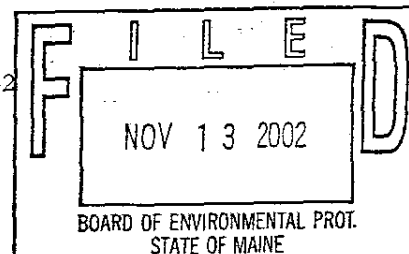
Based on the above, the Department concludes that the DEPARTMENT OF TRANSPORTATION has complied with Special Condition #3 of Department Order #L-20756-4E-A-N.

DONE AND DATED AT AUGUSTA, MAINE, THIS 12th DAY OF November, 2002.

By: [Signature]
MARTHA G. KIRKPATRICK, COMMISSIONER

Date of initial receipt of application: November 4, 2002
Date application accepted for processing: November 5, 2002

Date filed with Board of Environmental Protection:
PM/L20756DC





STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

DEPARTMENT OF TRANSPORTATION) SITE LOCATION OF DEVELOPMENT
Augusta, Kennebec County)
AUGUSTA 3 rd BRIDGE - PIT TRANSFER) TRANSFER
L-20756-4E-E-T (Approval)) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq., the Department of Environmental Protection has considered the application of DEPARTMENT OF TRANSPORTATION with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History: In Department Order #L-20756-4E-A-N, dated March 14, 2002, the Department approved the development of a new highway with I-95 interchange and a new bridge spanning the Kennebec River. The development is located on from Interstate 95 to Route 3 in the City of Augusta.

B. Summary: The applicant proposes to transfer the gravel pit license from Dick Condon to the Maine Department of Transportation. The applicant purchased the pit from A. D. Construction Company, who had previously purchased the pit from Dick Condon, but had not transferred the license. The applicant proposes to continue to mine for gravel throughout the construction of the Augusta Third Bridge Project and the pit will be reclaimed upon completion of the project.

C. Current Use of Site: The site is currently a functioning gravel pit.

2. The applicant has submitted the following information in support of this transfer request:

A. Transfer application dated November 6, 2002 and signed by John E. Dority on behalf of Dick Condon and on behalf of the Department of Transportation.

B. Financial Capacity: A statement of financial estimates associated with the Augusta Third Bridge project, that has been previously approved. In this statement, estimated cost of purchasing this property has been included.

C. Technical Ability: The applicant has proven to be substantially capable to operate large projects, including gravel pit operations, consistent with Departmental standards.

Based on its review of the application, the Department finds the requested modification to be in accordance with all relevant Departmental standards. All other findings of fact, conclusions and conditions remain as approved in Department Order #L-20756-4E-A-N, and subsequent orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 481 et seq.:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.
- D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities, solid waste disposal and roadways required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities and roadways in the municipality or area served by those services.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of the DEPARTMENT OF TRANSPORTATION to transfer a gravel pit license, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site

during the construction and operation of the project covered by this approval.

3. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #L-20756-4E-A-N, and subsequent orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED AT AUGUSTA, MAINE, THIS 10th DAY OF December 2002.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 

MARTHA G. KIRKPATRICK, COMMISSIONER

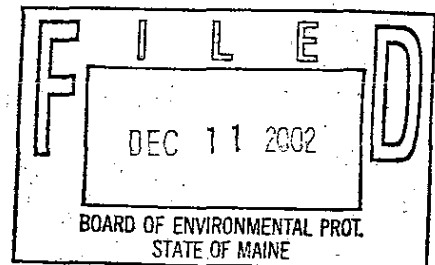
PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

Date of initial receipt of application November 15, 2002

Date of application acceptance December 04, 2002

Date filed with Board of Environmental Protection

LK/L20756ET





STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

MAINE DEPARTMENT OF TRANSPORTATION
Augusta, Kennebec County
AUGUSTA 3rd BRIDGE
L-20756-4E-G-M
(Approval)

) NATURAL RESOURCE PROTECTION
) WATER QUALITY CERTIFICATION
) MODIFICATION
) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Section 480-A et seq. of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of MAINE DEPARTMENT OF TRANSPORTATION with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History: In Department Order #L-20756-4E-A-N, dated March 13, 2002, the Department approved the development to construct a new highway and bridge connecting I-95 to Route 3 in Augusta. The project includes the construction of a new I-95 interchange, a new highway on new alignment, and a new bridge crossing over the Kennebec River. The development is located in the City of Augusta.

B. Summary: The applicant proposes to modify the existing permit to create a new road to access the west side of Route 201 toward the Kennebec River. The proposed project will impact a total of 4,386 square feet of wetland that has been degraded as a result of removing the bark mulch pile located on site. The applicant also plans to install temporary access work structures in the Kennebec River that are needed to construct piers 2 and 3 of the Augusta 3rd Bridge. The work structure located on the west side of the river (for pier #2) consists of 32 pilings at one square foot of impact each. The work structure for the east side of the river (for pier #3) consists of two cell coffer dams approximately 35 feet in diameter (908 square feet each) and approximately 16 pilings. The total impact to the Kennebec River for the work structures is approximately 1,912 square feet.

In the original permit, compensation exceeded that required so that these additional impacts will not require additional compensation. The proposed project is a minor change and will not significantly affect any issues identified during previous Department reviews of the project site provided that clean material is used for the installation of the cofferdams, and that all temporary structures are removed upon completion of the project phase.

2. FINDING:

Based on its review of the application, the Department finds the requested modification to be in accordance with all relevant Departmental standards provided that the applicant meet all of the requirements of MDOT Special Provision section 656, MDOT Standard Specifications and Best Management Practice for Erosion & Sedimentation Control. All other findings of fact, conclusions and conditions remain as approved in Department Order #L-20756-4E-A-N, and subsequent orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment provided that the project is completed as proposed and that the applicant meets all of the requirements in Finding 2.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment provided that the project is completed as proposed and that the applicant meets all of the requirements in Finding 2.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters provided that the applicant meets all of the requirements in Finding 2.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the application of MAINE DEPARTMENT OF TRANSPORTATION to create an access road to the west side of Route 201, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that their activities or those of their agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. The applicant shall meet all of the requirements of MDOT Special Provision section 656, MDOT Standard Specifications and Best Management Practice for Erosion & Sedimentation Control.
4. The applicant shall use clean material for the temporary cofferdams.
5. The applicant shall remove all temporary structures upon completion of the project phase.
6. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #L-20756-4E-A-N, and subsequent orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED AT AUGUSTA, MAINE, THIS 10th DAY OF February, 2003.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 

BROOKE E. BARNES, ACTING COMMISSIONER

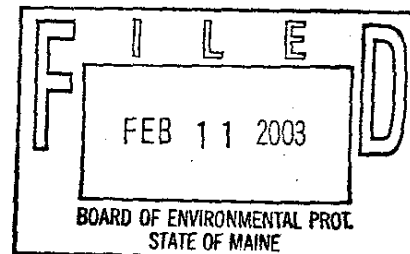
PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

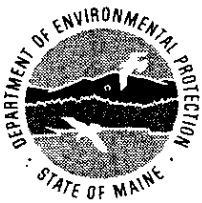
Date of initial receipt of application January 10, 2003

Date of application acceptance January 30, 2003

Date filed with Board of Environmental Protection

LK/L20756GM





STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

MAINE DEPARTMENT OF TRANSPORTATION) NATURAL RESOURCE PROTECTION
Augusta, Kennebec County) WATER QUALITY CERTIFICATION
AUGUSTA 3rd BRIDGE) MODIFICATION
L-20756-4E-H-M) FINDINGS OF FACT AND ORDER
(Approval)

Pursuant to the provisions of 38 M.R.S.A. Section 480-A et seq. of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of MAINE DEPARTMENT OF TRANSPORTATION with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History: In Department Order #L-20756-4E-A-N, dated March 13, 2002, the Department approved the development to construct a new highway and bridge connecting I-95 to Route 3 in the City of Augusta. The project includes the construction of a new I-95 interchange, a new highway on new alignment, and a new bridge crossing over the Kennebec River. Since 2002, the Department has approved a number of Orders approving compliance with conditions, modifications, or amendments associated with the project.

B. Summary: The applicant proposes to modify the existing permit to reflect an in stream work window allowing work within the Kennebec River until June 30 or until the water temperature goes above 8° Celsius, whichever occurs first.

The applicant has provided information from the National Marine Fisheries Services (NOAA) and the Maine Department of Marine Resources (DMR) regarding the shortnose sturgeon. NOAA states that shortnose sturgeon begin their seasonal migration to their spawning grounds when water temperatures reach 8°C. DMR concurs with the water temperature as related to the migration of the shortnose sturgeon, and to the in stream work window extension request.

2. FINDING:

Based on its review of the application, the Department finds the requested modification to be in accordance with all relevant Departmental standards. All other findings of fact, conclusions and conditions remain as approved in Department Order #L-20756-4E-A-N, and subsequent orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the application of MAINE DEPARTMENT OF TRANSPORTATION to extend the in stream work window until the water reached 8 degrees Celcius, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
 2. The applicant shall take all necessary measures to ensure that their activities or those of their agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
-

3. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #L-20756-4E-A-N, and subsequent orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED AT AUGUSTA, MAINE, THIS 18th DAY OF April, 2003.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 

DAWN R. GALLAGHER, COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

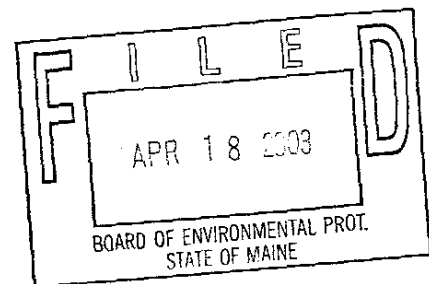
Date of initial receipt of application

April 15, 2003

Date of application acceptance

April 15, 2003

Date filed with Board of Environmental Protection
LK/L20756HM





STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

MAINE DEPARTMENT OF TRANSPORTATION) NATURAL RESOURCE PROTECTION
Augusta, Kennebec County) STREAM ALTERATION
AUGUSTA 3rd BRIDGE-STREAM REALIGNMENT) WATER QUALITY CERTIFICATION
L-20756-4E-I-M (approval)) MODIFICATION
) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A *et seq.* and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of MAINE DEPARTMENT OF TRANSPORTATION with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: In Department Order #L-20756-4E-A-N, dated March 13, 2002, the Department approved the construction of a new highway and bridge connecting I-95 to Route 3 in Augusta. The project includes the construction of a new I-95 interchange, a new highway on a new alignment, and a new bridge crossing over the Kennebec River. Since 2002, the Department has approved a number of Orders approving compliance with conditions, modifications, or amendments associated with the project. The project is located in the City of Augusta.

B. Summary: The applicant proposes to realign a stream along the southbound lane of Route 104. The stream is unnamed, but is a spur to Fisher Brook. The applicant proposes to realign a segment of the river approximately 100 feet long and proposes to relocate it approximately 10 feet to the northwest of its original location. The applicant will also be impacting approximately 300 square feet of adjacent wetland.

2. WILDLIFE CONSIDERATIONS:

The Maine Department of Inland Fisheries and Wildlife reviewed the proposed project and stated that there are no Essential or Significant Wildlife Habitats at the project site, and recommends the work window be from June 1 until the ground freezes.

The Department of Marine Resources (DMR) and The Maine Atlantic Salmon Commission have stated that the proposed project should not cause any significant adverse impact.

3. OTHER CONSIDERATIONS:

In the original permit, compensation exceeded that required so that these additional impacts will not require additional compensation. The proposed project is a minor change and will not significantly affect any issues identified during previous Department reviews of the project site provided that clean material is used for the installation of the cofferdams, and that all temporary structures are removed upon completion of the project phase.

Based on its review of the application, the Department finds the requested modification to be in accordance with all relevant Departmental standards. All other findings of fact, conclusions and conditions remain as approved in Department Order #L-20756-4E-A-N, and subsequent orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided that the project is completed as proposed and that the applicant meets all of the requirements in Finding 2.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.

- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the application of MAINE DEPARTMENT OF TRANSPORTATION to , SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. All instream work shall not begin until after June 1 and shall be completed prior to the ground freezing.
4. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #L-20756-4E-A-N, and subsequent orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED AT AUGUSTA, MAINE, THIS 17TH DAY OF November, 2003.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

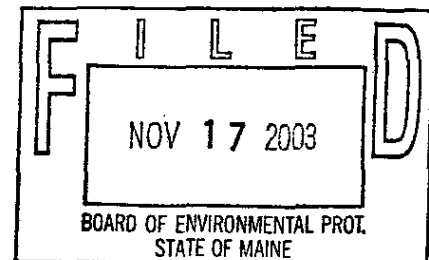
By:


DAWN R. GALLAGHER, COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

Date of initial receipt of application August 6, 2003
Date of application acceptance August 11, 2003

Date filed with Board of Environmental Protection
LK/L20756IM

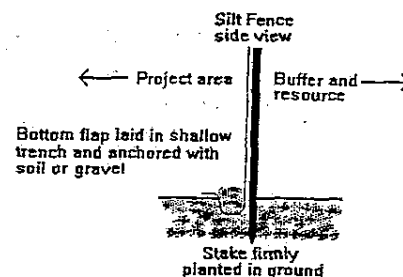
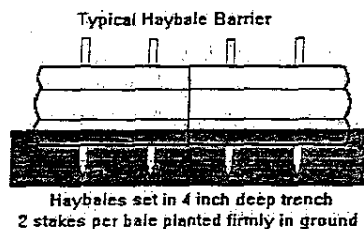
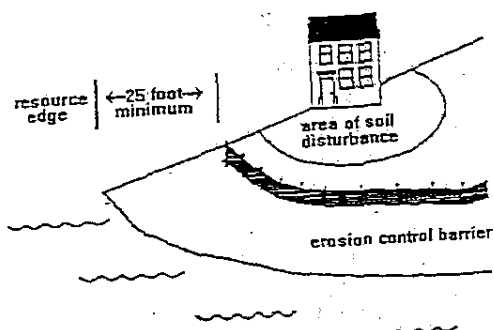




Erosion Control

Before Construction

1. If you have hired a contractor, make sure you have discussed your permit with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is and where it is located. Most people could identify the edge of a lake or a river. The edges of wetlands, however, are often not obvious. Your contractor may be the person actually pushing dirt around but you are both responsible for complying with the permit.
2. Call around and find sources for your erosion controls. You will probably need silt fence, hay bales and grass seed or conservation mix. Some good places to check are feed stores, hardware stores, landscapers and contractor supply houses. It is not always easy to find hay or straw during late winter and early spring. It may also be more expensive during those times of year. Plan ahead. Purchase a supply early and keep it under a tarp.
3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the activity.
4. If a contractor is installing the barrier, double check it as a precaution. Erosion control barriers should be installed "on the contour", meaning at the same level along the land slope, whenever possible. This keeps stormwater from flowing to the lowest point of the barrier where it builds up and overflows or destroys it.



During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops striking the soil that causes a lot of erosion. More than 90% of erosion is prevented by keeping the soil covered.
2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. In that situation, stop work and figure out what can be done to prevent more soil from getting past the barrier.

After Construction

1. After the project is complete, replant the area. All ground covers are not equal. For instance, a mix of creeping red fescue and Kentucky bluegrass is a good choice for lawns and other high maintenance areas. The same mix would not be a good choice for stabilizing a road shoulder or a cut bank that you don't intend to mow.
2. If you finish your project after September 15, then do not spread grass seed. There is a very good chance that the seed will germinate and be killed by a frost before it has a chance to become established. Instead, mulch the site with a thick layer of hay or straw. In the spring, rake off the mulch and seed the area. Don't forget to mulch again to hold in moisture and prevent the seed from washing away.
3. Keep your erosion control barrier up and maintained until the area is permanently stabilized.

**NATURAL RESOURCE PROTECTION ACT (NRPA)
STANDARD CONDITIONS**

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET.SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. **Approval of Variations From Plans.** The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. **Compliance With All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. **Erosion Control.** The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. **Compliance With Conditions.** Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. **Initiation of Activity Within Two Years.** If construction or operation of the activity is not begun within two years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits shall state the reasons why the applicant will be able to begin the activity within two years from the granting of a new permit, if so granted. Reapplications for permits may include information submitted in the initial application by reference.
- F. **Reexamination After Five Years.** If the approved activity is not completed within five years from the date of the granting of a permit, the Board may reexamine its permit approval and impose additional terms or conditions to respond to significant changes in circumstances which may have occurred during the five-year period.
- G. **No Construction Equipment Below High Water.** No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- H. **Permit Included In Contract Bids.** A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- I. **Permit Shown To Contractor.** Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

Revised (4/92)

DEP LW147

Town: Augusta
PIN #: 556.23
Date: 11/21/02

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Environmental Requirements)

Instream Work shall not be allowed between the dates of 4/1 and 6/30.
(Instream work is allowed from 7/1 to 3/31.)

Stream Stations: 9+860, 99+860, 199+860, 10+270, 99+700, 11+010, 11+640, 11+990, 12+050, 12+110, 12+200, 13+340 through 13+360, 13+785 through 13+790, 15+000 through 15+150, & the Kennebec River

Special Conditions: Listed on pages 7 & 8 of DEP permit and as follows:

As part of the State's Endangered Species Incidental Take Plan for State Listed Mussels, any river bottom work not completed by August 8th, 2003 will require a resurvey to determine the presence of any rare or endangered freshwater mussels. This survey, to be completed by MDOT and resource agency divers, will require a *10 working day suspension of work in and around the impact areas to be surveyed to allow the divers to safely complete the in water work.* Suspended work includes work within cofferdams, worked staged from any temporary trestle or barge, overhead work on piers and other superstructure work and any other work where falling objects may compromise safety of the workers below. While removal of the cofferdams and trestles is considered instream work, completion of those action would not require the resurvey described above providing the trestle is constructed on pile bents and removal of the sheet pile cofferdam is by vibratory means. *All other work is subject to the instream definition below and will require a 10 working day shutdown and resurvey.*

The Contractor shall notify the Resident Engineer if in stream work (as defined above) is anticipated during August 2003 no later than June 15, 2003.

Instream work consists of activities conducted in the water, which result in unacceptable levels of sedimentation, vibration, pollution.

Activities prohibited below high water mark during the instream work window restriction are as follows:

- Excavating or dredging, either in waterbody or within a cofferdam which is still under construction if sedimentation will occur,
- Driving piles, either sheet piles or H-piles (unless within a cofferdam).
- Pulling or removing piles if sedimentation will occur.
- Placing riprap, fill, concrete or other materials, (unless within a cofferdam).
- Blasting unless measures can be taken to avoid interfering with fish passage or spawning.
- Drilling unless measures can be taken to avoid interfering with fish passage or spawning.

No construction activity, whether temporary or permanent, is allowed that completely blocks a river, stream, or brook without providing downstream flow.

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

Procedures specified shall be according to the BMP Manual unless stated otherwise.

Delete the last sentence of Section 656.4.4, which reads, "After Final Acceptance of the project, the Contractor must submit the log to the Department which will become the property of the Department."

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

1. This project is in the Riggs Brook watershed and is considered **SENSITIVE** in accordance with the BMP Manual. The Contractor's SEWPCP shall comply with Section II.B., Guidelines for Sensitive Waterbodies in the BMP Manual and apply the additional measures.
2. A preconstruction field review is mandatory for this project. The preconstruction field review shall take place before commencing any work that involves soil disturbance or potential impacts on water quality. Attendees shall include the Environmental Coordinator, the preparer of the SEWPCP, the Construction Manager, and a representative from the Department's ENV Water Resources Unit. The date and time shall be set by the Contractor in consultation with the Construction Manager and ENV Water Resources Unit representative.
3. Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
4. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
5. Dust control items other than those under Standard Specification 637 and Special Provision 637, if applicable, shall be included in the plan.
6. Permanent seeding shall be done in accordance with *Special Provision, Section 618, Seeding* unless the Contract states otherwise.
7. Culvert inlet and outlet protection shall be installed within 48 hours of culver installation, or prior to a storm event, whichever is sooner.
8. After November 1 the Contractor shall use winter stabilization methods, such as Wood Waste Erosion Control Mix as specified in Special Provision § 617. If required, spring

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

9. Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.
10. If check dams are used, they shall be constructed of stone in accordance with BMP Manual, Section 9.